

These Terms and Conditions apply to all Services provided by us, HBC Logistics Ltd, a company registered in England and Wales under number 10681180, whose registered address is at Building 15, Gateway 1000 Arlington Business Park, Stevenage, England, SG1 2FP, also trading as We Are SameDay.com (referred to as “we/us/our”).

1. Definitions and Interpretation

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

“Account Holder” means a Customer of HBC Logistics Ltd with a credit account;

“Consumer” is as defined in the Consumer Rights Act 2015;

“Contract” means the contract for the provision of our Services, as explained in clause 2, which incorporates and is subject to these Terms and Conditions;

“Customer/you/your” means the Consumer or business Account Holder or Web User which makes a booking with us. Where the person making the booking is an individual doing so on behalf of a business, that person confirms they have the authority to contractually bind and enter into the Contract on behalf of that business and the business will be the Customer in the context of the Contract;

“Services” means the courier services to be provided by us to you;

“Web User” means a Customer of www.hbclogistics.co.uk or We Are SameDay.com (a trading name of HBC Logistics Ltd) making a booking via the Website;

“Website” means www.hbclogistics and www.wearesameday.com.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 “writing”, and “written” includes emails;

1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions as amended or supplemented at the relevant time;

1.2.4 a clause is a reference to a clause of these Terms and Conditions;

1.2.5 a “Party” or the “Parties” refer to the parties to these Terms and Conditions.

1.3 The headings used in these Terms and Conditions are for convenience only and will have no effect on their interpretation.

1.4 Words imparting the singular number will include the plural and vice versa. References to persons will include corporations.

2. How the Contract is formed between you and us

2.1 If you are an Account Holder, you may contact us to obtain a quotation for the Services. Quotations are valid for a period of 7 days, unless otherwise stated. A legally binding Contract between you and us will be created upon your acceptance of our quotation.

2.2 If you are a Web User, our Website will guide you through the booking process. No part of our Website constitutes a contractual offer capable of acceptance. Your booking constitutes a contractual offer that we may, at our sole discretion, accept. We will indicate our acceptance sending you a booking confirmation by email. Only once we have sent you this booking confirmation will there be a legally binding Contract between you and us.

3. Price and Payment – Web Users

3.1 The price generated on our Website is an estimate only. We will confirm the price when we send our booking confirmation. If the price has changed between your booking and our booking confirmation, you will be given the option to cancel the booking. Any payments you made for the booking in advance will then be refunded to you.

3.2 In addition, if we, for any reason, do not accept or cannot fulfil your booking, any payments you made to us will be refunded to you.

3.3 Any refunds due to you will be processed as soon as possible and in any event, within 14 days.

3.4 If there is an obvious pricing error on our Website, we will be under no obligation to provide the Services to you at the incorrect (lower) price, even after we have sent your booking confirmation, if the price error is unmistakable and could have reasonably been recognised by you as a mispricing. Prices will be checked when we process your booking.

3.5 All prices stated include VAT, where applicable. If the rate of VAT changes between the date of your booking and the date of your payment, we will adjust the rate of VAT that you must pay. Changes in VAT will not affect any prices where we have already received payment in full from you.

3.6 All payments made via the Website will be processed via a payment gateway provider, such as Stripe. No credit or debit card information is provided to us and completion of the transaction will be subject to you agreeing to the payment gateway provider’s terms and conditions, under a separate contractual relationship. We cannot be held liable for any errors, actions, omissions or incorrect charges that they may make, as a third party.

3.7 Any additional Services we provide or any cancellation or other charges you incur will be invoiced and payable in accordance with clause 4.5 and subject to clause 4.6 below. We will not complete any booking until any outstanding sums have been paid to us in full.

4. Price and Payment – Account Holders

4.1 You will be required to complete and return a credit application form to us before any booking can be made.

4.2 If we accept your credit application form, at our sole discretion, we will open an account for you and you will become an Account Holder. This will allow us to agree a credit limit with you to facilitate your bookings in a more timely way.

4.3 We reserve the right to change your payment terms and to offer, reject, amend and/or withdraw your credit facilities at any time without notice or explanation.

4.4 Prices quoted exclude VAT, where applicable. If the rate of VAT changes between the date of your booking and the date of your payment, we will adjust the rate of VAT that you must pay. Changes in VAT will not affect any prices where we have already received payment in full from you.

4.5 We may invoice you at any time after a booking is confirmed, regardless of whether delivery has taken place. All invoices are payable in full, without any set-off, withholding, deduction or retention, strictly within 30 days from the date of invoice, or otherwise in accordance with such other terms as may have been agreed in writing between the parties.

4.6 The time for the payment is of the essence of the Contract. If you do not make any payment to us by the due date, we reserve the right to cancel your booking(s), suspend any further Services and charge you interest on the overdue sum at the rate of 8% per annum above the Bank of England base lending rate from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. We will also charge you for any legal costs incurred by us in recovering any outstanding debt.

4.7 We reserve the right to request payment up front if you do not have an account with us, if you exceed your credit limit, if, for any reason, we are not satisfied of your creditworthiness, or if we so decide at our sole discretion. In this event, no Services will be performed until such time as any pro-forma invoice issued by us has been paid in full.

5. Your obligations

5.1 When requesting a quotation and/or making a booking, you are required to provide us with the following information:

5.1.1 the full collection and delivery addresses, with postcodes;

5.1.2 a description of the items to be delivered;

5.1.3 the estimated total value of items to be delivered;

5.1.4 any special instructions, such as delivery restrictions; and

5.1.5 whether the delivery includes any dangerous goods (as defined in the Carriage of Dangerous Goods by Road Regulations 1996).

5.2 It is your responsibility to ensure the goods are secure, properly packed and labelled in accordance with best practice and any applicable statutory requirements, and are fit and safe to be transported.

5.3 Unless we have agreed otherwise in writing, you may not submit for carriage (and we may reject such carriage at any time without liability or notice) any goods containing firearms, munitions, inflammable items or other explosives, livestock or other animals, human remains, any obscene, defamatory, blasphemous, scandalous or other indecent material, any item (including, but not limited to, drugs or other illegal substances) prohibited or illegal to possess or import into any country through which the carriage is to take place.

5.4 Should any information provided by you change at any stage or be found to be incorrect, either deliberately or otherwise, we reserve the right to cancel the Contract and no refunds will be made for payments made in advance. You agree to indemnify us against any loss, costs, damages, claims and expenses suffered or incurred by us in fulfilling, amending or cancelling the Contract under this clause 5.

5.5 We are under no obligation to provide plant, power or labour to load or offload the goods and it is your responsibility to provide these where necessary and to offload the goods from the delivery vehicle. We will not be liable for any damage caused if we are instructed to load or offload the goods where you have not complied with your obligations under this clause 5.5. We are under no obligation to provide our Services beyond the usual place of collection or delivery but if we do so at your request, this will be at your sole risk.

5.6 We will be entitled to open and examine any goods that we reasonably consider to be a security or health and safety risk, or otherwise in breach of this clause 5, and to take appropriate action afterwards, to be decided at our discretion.

5.7 If you wish to vary any details of the booking (if, for example, the delivery address changes), you must notify us as soon as possible. We will endeavour to make any required changes and will charge you for any additional costs incurred by us as a result.

6. The Delivery

- 6.1 Transit commences when we take possession of the goods to be delivered, from whichever collection point you may specify.
- 6.2 If you require it, we will sign a consignment note acknowledging receipt of the goods, but this will not be evidence of the condition, declared nature, quality or weight of the goods at the time of our receipt.
- 6.3 Subject to clause 6.5, transit ends when the goods are presented at the delivery address agreed at the point of booking.
- 6.4 We will require written acknowledgement at the point of delivery, which will be considered conclusive evidence of proper delivery and if we cannot obtain this, we will be unable to effect delivery and clause 6.5 will apply. However, if you advise us that a signature is not required as proof of delivery, then we cannot be held liable if it is later claimed that the goods have not been delivered.
- 6.5 If the goods cannot be delivered (for whatever reason) or they are held by us awaiting further instructions from you and such instructions are not received, or if no safe and adequate access or unloading facilities are provided, or if the goods are not collected within 24 hours of us giving you notice, then delivery will be deemed to have ended.
- 6.6 We reserve the right to recover any costs incurred by us as a result of a failed delivery due to incorrect or insufficient information provided by you.
- 6.7 If we are unable to deliver, or delivery is deemed to have ended in accordance with clause 6.5, we will notify you. Unless the goods are collected from us, or instructions are given for their disposal, onward carriage or return (at your expense), within 7 days from the date of our notice, then ownership ("title") in the goods will pass to us and we may destroy or sell the goods as if we were the absolute owner. Any proceeds of the sale of the goods will be applied to any costs incurred by us in providing our Services to you, and any remaining proceeds will be paid to you (unless there is a shortfall, in which case we will charge for the shortfall).
- 6.8 We allow for a maximum of 20 minutes of loading time and 20 minutes of offloading time. If we are delayed beyond these timeframes due to no fault of our own, this will incur additional costs.
- 6.9 We will use all reasonable endeavours to collect and deliver the goods within the agreed timescales, however, such timescales are estimates only and time will not be of the essence in the performance of our Services.

7. Cancellation

- 7.1 If you wish to cancel the booking, you may do so at any time by giving us written notice, provided that:
 - 7.1.1 If you cancel at any time after the booking is confirmed, you will remain liable for 25% of the total booking fee;
 - 7.1.2 If you cancel on the day of collection, you will remain liable for 50% of the total booking fee;
 - 7.1.3 If you cancel after the vehicle has been dispatched, you will remain liable for 100% of the total booking fee.
- 7.2 If you have paid in advance for the booking as a Web User or otherwise, we will refund any balance due to you under clause 7.1 as soon as possible (and in any event, within 14 days), using the same method you used to make your payment, unless you request otherwise.
- 7.3 If you have not yet paid for the booking as an Account Holder or otherwise, we will invoice any balance due under clause 7.1 and this will be payable in accordance with clause 4.
- 7.4 If we cancel your booking due to your failure to comply with any of your obligations under these Terms and Conditions, then the charges set out in clause 7.1 will also apply.
- 7.5 We reserve the right to cancel the booking at any time for any reason other than your default and in this event, we will refund any payments made in advance.

8. Liability and Indemnity

- 8.1 Subject to this clause 8, we will be responsible for any foreseeable loss or damage that you may suffer as a direct result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and us when the Contract is entered into. We will not be responsible for any loss or damage that is not foreseeable.
- 8.2 Under no circumstances will we be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity whatsoever.
- 8.3 Nothing in these Terms and Conditions is intended to or will limit or exclude our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.
- 8.4 We will not be liable for any loss, mis-delivery of or damage to the goods arising from or in connection with your failure to package or label the goods correctly, or due to natural deterioration of the goods.
- 8.5 Except as otherwise stated in this clause 8, our total liability for physical loss, mis-delivery of or damage to the goods the subject of the booking,

however arising, will be limited to the lesser of:

- 8.5.1 the value of the goods actually lost, mis-delivered or damaged;
- 8.5.2 the cost of repairing any damage or of reconditioning the goods; or
- 8.5.3 a sum calculated at the rate of £1,300 Sterling per tonne on the gross weight of the goods actually lost, mis-delivered or damaged; and the value of the goods actually lost, mis-delivered or damaged will be taken to be their invoice value if they have been sold and will otherwise be taken to be the replacement cost to the owner at the start of transit, and in all cases will include any duties or taxes payable in respect of those goods, provided that:
 - 8.5.4 in the case of loss, mis-delivery or damage to a part of the whole consignment of goods, the weight to be taken into account to calculate liability will only be the gross weight of the part actually lost, mis-delivered or damaged;
 - 8.5.5 it will be your responsibility to provide proof of the weight and value of the goods and allow us to inspect the alleged issue.
- 8.6 We will not be liable for any loss, mis-delivery of or damage to the goods unless we are notified of this within 7 days, and the claim is made in writing within 14 days, after the termination of the transit. This does not apply if you can prove that it was not reasonably possible to make a claim within this time limit and the claim was then made within a reasonable time.
- 8.7 Nothing in these Terms and Conditions is intended to or will limit your legal rights as a Consumer under any consumer protection legislation, where applicable. For more details of your legal rights, please refer to your local Citizens' Advice Bureau or Trading Standards Office.
9. **Data Protection:** Both parties agree to comply with the provisions of the General Data Protection Regulation 2016 and the Data Protection Act 2018, together with any subsequent amendments to them. For further information on our use of personal data, please refer to the privacy policy available on our website.
10. **Events outside our control (Force Majeure):** We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, subsidence, acts of terrorism or war, governmental action, other natural disaster, or any other event that is beyond our control.
11. **Road Haulage Association:** We are members of the Road Haulage Association ("RHA"). The Conditions of Carriage as published by the RHA from time to time are incorporated into these Terms and Conditions (copies of which are available on request) but where a conflict arises, these Terms and Conditions will apply and take precedence.
12. **Other Important Terms**
 - 12.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (if, for example, we sell our business). If this occurs you will be informed by us in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
 - 12.2 We will be entitled to perform any of our obligations using suitably qualified and skilled sub-contractors. Any act or omission of a sub-contractor of ours will, for the purposes of the Contract, be deemed to be an act or omission of ours.
 - 12.3 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract) without our express written permission.
 - 12.4 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
 - 12.5 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that/those provision(s) will be deemed severed from the remainder of these Terms and Conditions and the remainder will be valid and enforceable.
 - 12.6 No failure or delay by us in exercising any of our rights under these Terms and Conditions means that we have waived that right, and no waiver by us of a breach of any provision of these Terms and Conditions means that we will waive any subsequent breach of the same or any other provision.
13. **Governing Law and Jurisdiction**
 - 13.1 These Terms and Conditions, and the relationship between you and us (whether contractual or otherwise) will be governed by, and construed in accordance with, the laws of England and Wales.
 - 13.2 Any disputes concerning these Terms and Conditions, the relationship between you and us, or any matters arising from them or associated with them (whether contractual or otherwise) will be subject to the jurisdiction of the courts of England and Wales.