

# ONFLIGHT COURIERS LIMITED

## TERMS AND CONDITIONS

### **IMPORTANT NOTICE**

By using the services offered by Onflight you as "Shipper" are agreeing on your behalf and on behalf of anyone else having an interest in the shipment, that the terms and conditions of Onflight Couriers Ltd henceforth referred to as "Onflight" or "the company", shall apply from the time that Onflight accepts the Shipment unless otherwise agreed in writing by an authorised officer of the company.

"Shipment" means all documents or parcels that travel under one waybill and which may be carried by any means the company chooses, including air, road or any other carrier. A "waybill" shall include any label produced by the automated waybill systems of Onflight or its agents, or consignment note and shall incorporate these Terms and Conditions. Every Shipment is transported on a limited liability basis as provided herein. If the Shipper requires greater protection, then insurance<sup>9</sup> may be arranged at an additional cost\*. (Please see below for further information).

### **-1. Customs, Exports and Imports**

Onflight may perform any of the following activities on Shipper's behalf: (1) complete any documents, amend product or service codes, and pay any duties or taxes required under applicable laws and regulations, (2) act as Shipper's forwarding agent for customs and export control purposes and as Receiver solely for the purpose of designating a customs broker to perform customs clearance and entry and (3) redirect the Shipment to Receiver's import broker or other address upon request by any person who Onflight believes to be authorised.

### **-2. Unacceptable Shipments**

Shipment will be deemed unacceptable if:

it is classified as hazardous material, dangerous goods, prohibited or restricted articles by IATA (International Air Transport Association), ICAO (International Civil Aviation Organisation), ADR (European Road Transport Regulation on dangerous goods), any applicable government department or other relevant organisation; no customs declaration is made when required by applicable customs regulations; it contains counterfeit goods, animals, bullion, currency, banderols/tax stickers, bearer form negotiable instruments, precious metals and stones; real or imitation firearms, parts thereof, weapons, explosives and ammunition; human remains, pornography or illegal narcotics/drugs), it contains any other item which Onflight decides cannot be carried safely or legally, or its packaging is defective or inadequate.

### **-3. Deliveries and Un-deliverables**

Shipments cannot be delivered to PO boxes or postal codes unless prior agreement has been received from an authorised Onflight officer. Shipments are delivered to the Receiver's address given by Shipper but not necessarily to the named Receiver personally. Shipments to addresses with a central receiving area will be delivered to that area. If the Shipment is deemed to be unacceptable, or it has been undervalued for customs purposes, or *receiver* cannot be reasonably identified or located, or *receiver* refuses delivery or to pay for delivery, Onflight shall use reasonable efforts to return the Shipment to Shipper at Shipper's cost, failing which the Shipment may be released, disposed of or sold by Onflight without incurring any liability whatsoever to Shipper or anyone else, with the proceeds applied against service charges and related administrative costs and the balance of the proceeds of a sale to be returned to Shipper.

### **-4. Inspection**

Onflight has the right to open and inspect a Shipment without notice.

### **-5. Shipment Charges**

Onflight Shipment charges are calculated on the higher of actual or volumetric weight and any Shipment may be re-weighed and re-measured by Onflight to confirm this calculation. The Shipper will pay or reimburse Onflight for all Shipment charges, ancillary charges, duties, taxes or any other amounts owed to Onflight for providing services on Shipper's behalf and all fines, claims. Damages and expenses incurred if the Shipment is deemed un-acceptable for transport as described in section 2.

### **-6. Onflight Liability**

Onflight liability is strictly limited to direct loss and damage only and to the per kilo/lb limits in this Section 6. All other types of loss or damage are excluded (including but not limited to lost profits, income, interest, future business), whether such loss or damage is special or indirect, and even if the risk of such loss or damage was brought to Onflight's attention before or after acceptance of the Shipment. If a Shipment combines carriage by air, road or other mode of transport, it shall be deemed to have been carried by air. Onflight's liability in respect of any one Shipment transported, without prejudice to Sections 7-11, is limited to its actual cash value and shall not exceed: £16.50 /kilogram or £7.55/lb for Shipments transported by air or other non-road mode of transportation, or £8.00/kilogram or £3.60 /lb for Shipments transported by road. Claims are limited to one claim per Shipment settlement, which will be full and final settlement for all loss or damage in connection therewith. If Shipper regards these limits as insufficient it must make a special declaration of value and request insurance as described in Section 8 (Shipment Insurance) or make its own insurance arrangements, failing which Shipper assumes all risks of loss or damage.

### **-7. Time Limits for Claims**

All claims must be submitted in writing to Onflight within seven (07) days from the date that Onflight accepted the Shipment, failing which Onflight shall have no liability whatsoever.

### **-8. Shipment Insurance<sup>9</sup>**

Onflight can arrange insurance for Shipper covering the actual cash value in respect of loss of or physical damage to the Shipment, provided the Shipper has requested same and pays the applicable premium. Shipment insurance does not cover indirect loss or damage, or loss or damage caused by delays.

#### **-9. Delayed Shipments and Money-Back Guarantee**

Onflight will make every reasonable effort to deliver the Shipment according to our regular delivery schedules, but these schedules are not binding and do not form part of the contract. Onflight is not liable for any damages or loss caused by delays.

#### **-10. Circumstances beyond our Control**

Onflight is not liable for any loss or damage arising out of circumstances beyond Onflight's control. These include but are not limited to:- electrical or magnetic damage to, or erasure of, electronic or photographic images, data or recordings; any defect or characteristic related to the nature of the Shipment, even if known to us; any act or omission by a person not employed or contracted by us- e.g. Shipper, Receiver, third party, customs or other government official; "Force Majeure" - e.g. earthquake, cyclone, storm, flood, fog, war, plane crash or embargo, riot or civil commotion, industrial action.

#### **-11. International Conventions**

If the Shipment is transported by air and involves an ultimate destination or stop in a country other than the country of departure, the Montreal Convention, or the Warsaw Convention as applicable, governs. For international road transportation, the Convention for the International Carriage of Goods by Road (CMR) may apply. These conventions limit Onflight's liability for loss or damage.

#### **-12. Shipper's Warranties and Indemnity**

Shipper shall indemnify Onflight of any liabilities for loss or damage arising from shipper's failure to comply with any applicable laws or regulation and for Shipper's breach of the following warranties and representations: all information provided by Shipper or its representatives is complete and accurate; the Shipment was prepared in secure premises by Shipper's employees;

Shipper employed reliable staff to prepare the Shipment; Shipper protected the Shipment against unauthorised interference during preparation, storage and transportation to Onflight; the Shipment is properly marked and addressed and packed to ensure safe transportation with ordinary care in handling; all applicable customs, import, export and other laws and regulations have been complied with; and the waybill has been signed by Shipper's authorised representative and the Terms and Conditions constitute binding and enforceable obligations of Shipper.

#### **-13. Routing**

Shipper agrees to all routing and diversion, including the possibility that the Shipment may be carried via intermediate stopping places.

#### **-14. Credit Card Payments**

We accept payment with the following credit or debit cards: Visa credit and debit cards, MasterCard credit and debit cards, Charge cards: Switch/Maestro debit cards, Visa Electron cards. We do not accept cash, cheques or postal orders as payment online. By submitting an order to us through our site, you are confirming that the payment details provided on your order are valid and correct. All transactions will be in pounds sterling. Non-UK credit card providers and banks will determine the exchange rates to be applied and may add an additional processing or administration charge in relation to such payments which non-UK card holders will be liable to pay. Your debit / credit card will be charged at the time of placing the order.

#### **-14a, Credit Card cancellations / Refunds**

If we reject or cancel your order for any reason this will charge will be credited back to your account.

If you have made a mistake on the booking form or decide to cancel your order prior to collection, please contact us immediately on telephone no: 0845 521 2017 and we will arrange to cancel your order and refund your payment. Cancellations made after collection may result in a returns and administration charge being deducted from your refund.

Please keep your credit / charge / debit card safe; as we will only refund to the same credit / charge/ debit card you used for the payment.

Please note: under the Distance Selling Regulations EU customers have seven working days (beginning the day after receipt) to cancel your purchase (unless it is a purchase of financial services, food, drink or other perishable products; DVDs, CDs or software which have been unsealed; magazines; **or tailor-made / customised products**)

#### **STATUTORY RIGHTS**

Your UK statutory rights are not affected by our refunds policy.

#### **-14. Governing Law**

The Conditions shall be governed by and construed in accordance with the laws of England and you irrevocably submit to the exclusive jurisdiction of the courts of England.

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