

The Coast to Coast Packhorse

Passenger, Bicycle & Baggage Carriage Services

Terms & Conditions

6. Limitation of Liability

- A. The Firm's liability shall not exceed £250 (Two hundred and fifty pounds) per Bag or £750 (Seven hundred and fifty pounds) per Bicycle in respect of Baggage and/or Bicycles damaged or lost under Condition 4.
- B. The Firm shall not in any circumstances be liable for loss or damage to Baggage and/or Bicycles after Transit of such Baggage is deemed to have ended within the meaning of Condition 3 hereof, whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrong doing on the part of the Firm.

7. Indemnity of the Firm

The Customer shall indemnify the Firm against:-

- A. All consequences suffered by the Firm (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) of any error, omission, mis-statement or misrepresentation by the Customer or other owner of the Baggage and/or Bicycle or by any servant or agent of either of them, insufficient or improper packing, labelling or addressing of the Baggage or fraud.
- B. All claims and demands whatever by whoever made in excess of the liability of the Firm in these conditions.

8. Excluded Goods

A. The Firm shall not be bound to deliver the following goods ('Excluded Goods'):-

- Explosive, inflammable, corrosive or dangerous goods
- Furniture, glass, china or other fragile goods (including cameras and camera equipment).
- Livestock, meat, fruit and vegetables and other perishable commodities.

B. If the Firm agrees to deliver any Excluded Goods or if undisclosed Excluded Goods are tendered to the Firm for delivery, the customer shall be responsible for all loss or damage whether physical, economic or consequential caused to or by the Excluded Goods while in the possession of the Firm.

9. Impossibility of Performance

The Firm shall be relieved of its obligation to perform any contract of carriage with a customer to the extent that the performance thereof is prevented by failure of the customer, fire, weather conditions, industrial dispute, labour disturbance or cause beyond the reasonable control of the Firm

10. Alteration of Pick-up Point Arrangements

The Pick-up Points are subject to change from time to time. The Firm is under no obligation to notify such changes to the customer, but use its best endeavours to notify any change.

11. Contract Jurisdiction

Your contract made under this agreement is subject to English Law & Jurisdiction. We make every effort to ensure that proper arrangements have been made for all Packhorse holidays & services and that other suppliers of any services (including accommodation providers) are efficient & reputable. However we do not have direct control over the provision of such services by those suppliers / accommodation providers and so cannot accept liability for any loss arising from actions or omissions of such suppliers / accommodation providers who are not our servants or agents.

The Coast to Coast Packhorse Limited Ltd
Unit 2 Wild Boar, Kirkby Stephen Business Park, St Lukes Road, Kirkby Stephen,
CA17 4HT
017683 71777
www.c2cpackhorse.co.uk

1. Definitions and Interpretation

1.1 The expression 'The Firm' means The Coast to Coast Packhorse, of Unit 2 Wild Boar, Kirkby Stephen Business Park, St Lukes Road, Kirkby Stephen, Cumbria, CA17 4HT.

1.2 The expression 'the Baggage' means one piece of luggage per person using the Firm's services which shall not exceed 20kgs in weight.

1.3 The expression 'the Firm's Operation Period' means that period of the year during which the Firm operates its Service.

1.4 The expression 'Pick-up Points' refers to the locations at which the Firm's services may be used by customers. This will include individual Accommodation locations where a door to door baggage service is provided.

1.5 The expression 'Carriage' refers to the conveyance of passengers and baggage by the Firm in accordance with the conditions herein set out.

1.6 The expression 'Passengers' means customers of the Firm being transported by the Firm in one of its vehicles.

2. The Firm's Obligations

Subject to the following provisions, the Firm undertakes with the customer to provide the following services on a daily basis during the Operation Period.

- To load the baggage and/or Bicycles onto the Firm's vehicle(s) at Pick-up Points.
- To take on Passengers at Pick-up Points
- Carriage of Baggage and Passengers to Pick-up Points
- To set down Passengers and unload Baggage at Pick-up Points

3. Transit

- Transit shall commence when the firm takes possession of the Baggage and/or Bicycles and passengers at Pick-up Points
- Transit shall (unless otherwise previously determined) end when the Baggage and Passengers reach Pick-up Points and have been unloaded or set down.

4. Responsibility of the Customer

The Baggage and/or Bicycles, both during waiting time at Pick-up Points and during carriage, shall be at the risk in all respects of the customers. Passengers shall travel at the Passengers own risk in all respects and (without prejudice to the above) the Firm shall not be liable unless by reason of the Firm's negligence, neglect or other wrong doing, there is loss or damage to the Baggage and injury to passengers while in the custody or control of the Firm.

5. Liability for Loss and Damage

The Firm shall not be liable for any injuries, loss, damage, error, delay or omission occurring during Transit as defined in condition 3 hereof if the Firm establishes that on the balance of probabilities this was substantially caused by one or more of the following:-

- A. Act of God or
- B. War, hostile military action, rebellion, riot, or civil commotion or
- C. Orders of any government, public or local authority or service or forfeiture under legal process or
- D. Strike, lockout or other industrial action or
- E. Insufficient or improper packing or
- F. Handling, loading, stowage or unloading of the Baggage by or on behalf of the customer or
- G. The nature of the Baggage exposing it to total or partial loss or damage through breakage, rust, decay, desiccation, leakage, wastage, inherent or latent defect or vice, or natural deterioration or
- H. Insufficient or improper labelling or addressing on the Baggage or mis-statement or misrepresentation or
- I. Other act, default, omission of the customer, his servants or agents, or of any person having an interest in the goods or
- J. Criminal, malicious or negligent actions or omissions of third parties.