

Terms & Conditions

1. Definitions

Impact Express Wholesale Ltd aim to process any order within these guidelines, acting as re-seller for its carriers. The Carriers, which are a separate entity to Impact Express Wholesale Ltd, will aim to send and dispatch any items from the customer at any given address at any desired location, where possible.

Every order processed by Impact Express Wholesale Ltd is subject to the terms of this agreement and the carrier's conditions of service.

The company Impact Express Wholesale Ltd will be referred to as IE in these Terms and Conditions.

The carrier refers to Impact Express's carriers (see section 4 for a list of these carriers).

The customer refers to any party that interacts / orders the Company's service for the purpose of all deliveries.

The collection Area refers to the location at which that the Carrier collects the Consignment.

The consignor refers the person who is sending the Consignment.

The consignee refers to the person who is receiving the Consignment.

The consignment refers to a parcel or a group of parcels sent (or intended to be sent) through IE.

The delivery Point refers to the location at which the Consignment is to be delivered by the Carrier.

The working Day refers to Monday to Friday 9am to 5:00pm within the UK, excluding public and bank holidays.

2. Impact Express's Obligations to You

a. IE will arrange delivery of the consignment(s) through our own fleet or third-party service with a reputable carrier.

b. IE may not come into contact with the goods having arranged for collection through a third-party courier service.

The third-party carrier has the right to refuse a consignment for any reason such as insufficient packaging or the package being significantly larger than booked. IE retains the right to cancel any order placed on our system.

c. If your collection does not occur, you must contact IE to arrange an alternative collection as soon as possible. The system charges for delivery only and no refunds are given for failed collections when booked via a third party.

d. If your goods are returned for any reason, you will be contacted and charged for the return shipment.

e. IE can only accept orders (either over the telephone or online) from UK companies or UK residents to make sure VAT rates are applied correctly.

f. All quotes made via our online software or customer services are for delivery only and exclude duties and taxes charged locally by customs. The consignee is responsible for all customs charges unless DDP (Delivery Duty Paid) is requested prior to shipping. DDP charges will apply in addition to the local customs duty and taxes in this instance.

g. IE can only deliver to full street addresses; we cannot deliver to PO BOX addresses. Therefore, if a return is made for this reason, we won't provide a refund.

h. IE will provide tracking numbers where available and will provide tracking facility via our website or customer services.

i. By agreeing to these terms and conditions you also agree that this in no way forms part of a legally binding agreement or contract.

The contract only begins once collection has been made after such times the collection agent/driver has performed a security check to ensure correct packaging and that the goods are not prohibited will an air waybill be signed entering into the final agreement. Refund of monies to the client before or at the time of collection or the sending of prohibited items cancels any agreement or proposed contract in full.

j. IE withhold the right to refuse any customer the use of its services at any time.

k. IE and its carriers cannot guarantee collection of heavy weight shipments due to space on vehicles, please contact customer services to arrange your heavy weight collections.

l. Due to the nature of the business, we reserve the right for IE or our carriers to open and inspect your shipment at any time if we feel the contents are not as declared at the time of booking. All dutiable shipments must have a full and complete description of the contents.

Non-UK shipments be accompanied by a preform or commercial invoice without fail.

m. IE reserve the right to charge any additional surcharges listed in our additional surcharges section of our tariff. By entering the weight and dimensions on our online booking system or by phone, you will be paying for the transit charges only. Once collected by IE or our carriers the goods will be scanned at the carrier's depot by highly sophisticated measuring equipment for weight and dimensions. If your parcel is found to be larger or heavier than the information provided at booking, you will be charged for the additional weight as per your tariff. Any additional charges will be communicated by email/fax. If there are persistent discrepancies on your account, a £5.00 administration fee will be added. This administration fee will be at IE's discretion. Any additional charges are due for immediate payment and do not come under any credit agreement in place. Refusal to pay will result in the immediate cancellation of your account and referral to our external collection agency.

n. IE will contact you if your shipment is delayed by an incorrect address; a carded delivery, customs delay or any additional paperwork is required for customs clearance. If any additional paperwork is required and it cannot be provided, it will delay your delivery and possible result in the return of the shipment, which will be at your cost and include any outstanding customs charges invoiced to IE.

o. IE reserves the right to stop or hold any shipments or goods for an indefinite period where a customer owes any outstanding monies. Upon payment the goods will be released. If the customer refused to pay, IE may sell the goods to recover any outstanding costs.

3. Customers Obligations

The Customer shall warrant and undertake the following conditions:

a. All Consignments are appropriately and securely packaged for Carriage taking into account the content of the Consignment and ensuring that it does not cause damage or injury to persons or equipment or otherwise. The Carrier shall be entitled to refuse to carry

- Consignments, which are not suitably packaged. The Customer shall full indemnify and hold both the Company and the Carrier harmless for any costs, expenses, loss or damage howsoever arising out of its or any third party's failure to comply with the provisions of this section.
- b. All Consignments are correctly labelled, and that all labels are securely and appropriately fastened with fixed, clear, and legible markings. All bookings can be made online, or IE will email you labels, which you can place on your package. If the Consignor has failed to affix the labels adequately neither IE nor the Carrier will, under any circumstances, be liable for any late delivery, miss-delivery or non-delivery caused by or contributed to by the deficient or ambiguous labelling or any other failure by the Sender of its labelling obligations. Weights and dimensions must be correct at the time of booking or additional charges will be levied against your account. No refunds will be provided for incorrect data entries by the shipper.
- c. All data provided by the Customer (including by electronic means) in relation to the ordering, labelling, Carriage or invoicing of the Consignment shall be accurate, complete of the correct type and be provided in a timely manner by the Company. Such data shall include (but not limited to) the weight and dimensions of the Consignment(s), a full and accurate name and address of the Consignee including the postcode, a mobile telephone number, email address and a daytime landline and telephone number. If the Customer has not/incorrectly provided this information, then the carrier will have every right to refuse to carry the Consignment or charge/surcharge the Customer as appropriate.
- d. The Customer undertakes all provisions of the goods that will not be carried pursuant to Section 8 of this agreement.
- e. The Customer shall fully indemnify and hold both the Company and the Carrier harmless for any costs, expenses, loss or damage howsoever arising out of its or any third party's failure to comply with the provisions of this Section.
- f. The Customer shall ensure that the Consignment complies with all legal and statutory obligations and regulations regarding the Carriage of Consignments by road, sea and air.
- g. If the Receiver, Sender or any other party makes any claims for liabilities or damages or makes any attempt to recover any costs or expenses against the Carrier, its agents or sub-contractors then the Customer shall indemnify the Company against such claim.
- h. The customer will pay all issued invoices within the agreed credit terms agreed at the time of account opening, failure to pay within these credit terms will result in late payment charges. If payment is 7 days over the agreed terms, IE reserves the right to place the customers account on stop until payment is received. A late payment surcharge of 5% of any outstanding invoice will be levied against your account, this is non-negotiable and must be paid before the account will be released from Stop.
- i. The customer will not contact the carriers who currently deliver the shipments for IE and attempt to open an account to transfer the shipments currently sent through IE directly to the carriers.

4. The Carriers Conditions of Service

For all Deliveries the following Carriers Conditions will apply:

For FedEx please visit <http://fedex.com/uk/services/services/terms.html>

For DHL please visit http://www.dhl.co.uk/en/express/shipping/shipping_advice/terms_conditions.html

For UPS please visit <https://www.ups.com/gb/en/support/shipping-support/legal-terms-conditions>

It is a mandatory requirement under this paragraph that you the Customer, have read, understood, acknowledged, and agreed to the Carriers Conditions of Service.

5. Delays in Service

Service delays may be experience under the following circumstances:

- War, invasion, act of foreign enemy, hostilities (whether declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, loot, sack, or pillage in connection therewith and/or
- Ionizing radiations or contamination by radioactivity from any nuclear fuel on from any nuclear waste from the combustion of nuclear fuel and /or
- Radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, and/or
- Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds, and/or
- The absence, failure or inadequacy of packing and packaging as stated in Section 3 of this agreement.

6. Provision as to notification of claims

For all claims for loss of, theft or damage to your goods, you must make your claim within the following periods of time:

- IE must receive notice of your claim within 24 hours of the scheduled delivery date if it regards a damaged item, with all paperwork regarding the claim submitted to the Company within 5 workings days.
- IE must receive notice of your claim within 7 days of the date of the collection (or scheduled collection) if it regards to a missing item, with all paperwork regarding the claim submitted to Impact Express within the following 5 working days.
- The notice of your claim along with the claim itself must be in writing and submitted to us at office@impactexpress.co.uk.
- IE will dismiss any claim for damaged items where photographic evidence of the damaged item, the packaging used for the item and proof of value in the form of costs and sales invoices is not provided.
- If you prove to IE that you or the person in receipt of the goods did not have a reasonable opportunity to inspect the goods upon receipt of them being delivered, the period in section 7(2) are extended so that the claim must be given from the date the goods can be inspected.
- IE reserves the right to retain any item that is the subject matter of a claim for damage for further inspection. Should IE award compensation under this agreement for the damage; IE may retain ownership of this item for consideration as a claim transaction.
- IE may, at its sole discretion, dismiss any claim, which does not adhere to the above criteria.

Impact Express Liability

IE will not be held responsible for any incorrect information that is given and no claims or refunds will be considered in that instance. The person or company placing the order in that instance is responsible for all entered information.

7. Items not carried

a. IE undertakes that it will not be required to proceed with the other if the consignment is in anyway unlawful.
b. IE will not without its specific agreement with its Carriers carry livestock, liquids, perishable goods, glass, ceramics, unwrapped furniture, unpackaged goods, gases, pyrotechnics, arms and ammunition or corrosive, toxic, flammable, explosive, oxidizing or radioactive materials.
Perishable goods include animals (for example birds, fish, insects), animal products, antiques and art works; banderols / tax stickers; bullion (or any precious metal), cash-like negotiable instruments in bearer form (including vouchers, cash, bank notes, currency, pre-paid phone cards, activated SIM cards and unused stamps); jewellery, precious metals, legal drugs unless pharmaceutical products for a registered wholesaler or pharmacy, medical samples, micro processors, electronic components, mobile telephones and accessories over £250 in value, designer clothing, apparel, flowers, plant and machinery, medical samples (including bodily fluids and tissue samples), hazardous goods, human remains or ashes, personal data. This list is not exhaustive and may be amended by the Company from time to time, or call 01753 683700.
It is the legal responsibility of the Customer to inform us if the goods are classified as dangerous goods as in so; they must inform us of the UN number and packing group.

8. Cancellation/Refund Policy

The Customer may cancel this Agreement at any time and receive a full refund providing cancellation is made no later than 5.30pm one working day prior to the scheduled collection date. Cancellations made after this time will be subject to a cancellation charge of £5.00 including VAT as a result. The customer can cancel their shipment by sending us an email to office@impactexpress.co.uk. No refund is offered once a shipment has been collected/scanned by the carrier as sent. If a shipment is returned by the carrier due to incomplete information or incorrect declaration of goods contained within the package or contents which are prohibited for travel by courier (as deemed by the carrier), no refund will be offered.

9. Nature of Agreement

This Agreement shall constitute the entire contract between IE, the Customer and the Carrier. It shall supersede the provisions of any previous contract, warranty or representation made or given relating to the same services as are described in this Agreement.

10. Law and Jurisdiction

This Agreement shall be construed in accordance with the laws of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction in relation to any matters arising out of this Agreement.

11. Neutrality Agreement

We can confirm that IE will never and have never actively approached any existing client of a past, current or future customer. These terms and conditions will act as a Neutrality Agreement.

12. Non-Disclosure Agreement

We provide our tariffs and rates in good faith and do not expect any parties to forward/share the information withheld to/with any third parties or suppliers without prior knowledge or consent from Impact Express Wholesale Ltd. By opening an account you will agree not to approach/or agree to any approach to/from our supplier (DHL/FedEx/DPD) whilst you are account customer of impact Express Wholesale Ltd.

13. Nature of Agreement

Where the customer deals with the Company as a consumer the provisions set here within do not and will not affect his rights under the Unfair Contract Terms Act 1977.

14. Privacy Policy

At Impact Express we are committed to protecting and preserving your privacy when visiting our site or communicating electronically with us. Whenever you provide such information, we are legally obliged to use your information in line with all laws concerning the protection of personal information, including the Data Protection Act 1998. This Privacy Policy, together with our terms of use, provides an explanation as to what happens to any personal data that you provide to us, or that we collect from you. We do update this Policy from time to time so please do review this Policy regularly.

Information collected In operating our website we may collect and process the following data about you:

- Details of your visits to our website and the resources that you access, including, but not limited to, traffic data, location data, weblogs and other communication data.
- Information that you provide by filling in forms on our website, such as when you registered for information or make a purchase. This includes, but is not limited to, your Name, Address, Phone number, Email address, and Credit/debit card details.
- Information provided to us when you communicate with us for any reason.
- Information Collected by Third Parties

- In addition to information collected by ourselves then we may also receive data that has been collected by third parties, which would be added to the previous information held by ourselves.
- Why we collect personal information about you
- To provide you with our online services which are detailed on our website.

Storing your data

We will take all reasonable steps to make sure that your data is treated securely and in agreement with this Privacy Policy. Data that is provided to us is stored on our secure servers. Details relating to any transactions entered into on our site will be encrypted to ensure its safety. The transmission of information via the internet is not completely secure and therefore we cannot guarantee the security of data sent to us electronically and transmission of such data is therefore entirely at your own risk. Where we have given you (or where you have chosen) a password so that you can access certain parts of our site, you are responsible for keeping this password confidential. We reserve the right to transfer your information outside the EEA (European Economic Area) for processing and storing.

Use of your Information

We collect information about you in order to process your order and secondly, to provide you with the best possible service. In addition, we may use the information for the following purposes

- To provide you with information requested from us, relating to our products or services.
- To provide information on other products which we feel may be of interest to you, where you have consented to receive such information.

- To notify you about any changes to our website, such as improvements or service/product changes, that may affect our service.

If you are a new customer, you will be required to enter your Email Address & Company Name (if a business) to access certain areas of the site. By providing this information, you consent to us contacting you via email from time-to-time. This data will not be passed onto any third parties. When registering, you will have the opportunity to withhold your consent for us to share your data with selected third parties just check the box at the bottom of the registration form. If you are an existing customer, we may contact you with information about goods and services similar to those which were the subject of previous sales to you. Furthermore, we may use your data, or permit selected third parties to use your data, so that you can be provided with information about unrelated goods and services which we consider may be of interest to you. We or they may contact you about these goods and services by any of the methods that you consented at the time your information was collected. Please be advised that we do not reveal information about identifiable individuals to our advertisers but we may, on occasion, provide them with aggregate statistical information about our visitors.

Cookies

To help us improve our website and the service we provide to you we may use technology to track the patterns of behaviour of visitors to our site. Often, this is in the form of a cookie file. Where used, these cookies are downloaded to your computer or device automatically.

All computers and devices have the ability to decline cookies. This can be done by activating the setting on your browser which enables you to decline the cookies. Please note that should you choose to decline cookies, you may be unable to access particular parts of our website.

On occasion, we may gather information about your computer for our services and to provide statistical information regarding the use of our website to our advertisers. The information collected in this way can be used to identify you unless you modify your browser settings.

Third Party Links

You may find links to third party websites on our website. These websites should have their own privacy policies which you should check.

We do not accept any responsibility or liability for their policies whatsoever as we have no control over them.

Content

By providing us with your personal information when registering on our site or when you use our service, you consent to the collection, use and disclosure by Impact Express of your personal information as provided in this Privacy Policy. Your consent includes the retention of personal information that is collected through our Site, including your personal information that you submit through a registration process, for as long as you are registered on our site and until you withdraw your consent. By using the Impact Express web site and the services it provides, you agree to have read and understood the Privacy Policy and are aware of your legal obligations to be bound by this agreement.

Contacting Us

We welcome any queries, comments or requests you may have regarding this Privacy Policy. Please do not hesitate to [contact us](#).

15. Transaction Security

All transaction information is encrypted using 128-bit SSL certificates.

General Information

Impact Express Wholesale Ltd.'s registered address is Sherwood House, 41 Queens Road, Farnborough GU14 6JP.

You may contact us on office@impactexpress.co.uk.

Email enquiries should be addressed to: office@impactexpress.co.uk.

Our company registration is 5603868. Our Vat registration number is GB876493861.