

PUKKA FRESH LOGISTICS Ltd.

+44 (0) 7984 935 777

[info@pukkafreshlogistics.com](mailto:info@pukkafreshlogistics.com)

Company No: 12849654



## Pukka Terms & Conditions

*We are delighted that you'd like to use our Temperature Controlled Courier Services. Please read our T&C's.*

The Terms of trading describe the basis for the purchase by you of the Courier Services described in this document. This document is issued by PUKKA Fresh Logistics Ltd.

### 1. BUSINESS TERMS & CONDITIONS

1.1 An Agreement for us to sell you Courier Services is made on the basis of these terms of trading when we accept your order for Courier Services to the exclusion of all other terms and conditions including any terms proposed by you. By trading with PUKKA Fresh Logistics Ltd in any manner you accept these terms and conditions without any contention.

1.2 PUKKA Fresh Logistics Ltd is not a common carrier. PUKKA Fresh Logistics Ltd supplies the Courier Services and takes on board the Goods in relation to the Service Order only on the basis of the terms of the agreed Order.

1.3 Each Courier Service Order initiates a new separate order, between PUKKA Fresh Logistics Ltd and the Customer.

1.4 The fee for the Courier Services and any other charges you may incur in connection with your use of the service, such as taxes and possible transaction fees, will be charged on a monthly basis to your payment method.

### 2. PAYMENT TERMS.

2.1 PUKKA Fresh Logistics Ltd Courier Services Credit account must be settled within 7 calendar days of the due date of the Invoice, unless otherwise authorised in writing. A Daily interest rate may be applied at 3% per month calculated daily. Payment should be made to the PUKKA Fresh Logistics Ltd Bank Account via Bank Transfer.

2.2 If an account is unpaid or in arrears – PUKKA Fresh Logistics Ltd – holds the right to refuse further services. If payment is rejected by the Bank, any charges incurred will be charged to the Customer Account Holder. Communication must be kept on going and arrangements can be made, failure to do so will result in further action to recover the outstanding balance.

### 3. WAITING TIME

For Van Collection & Deliveries – 30 minutes is given Free of Charge – following this waiting time is then charged at £20 p/hr in 15 minute increments.

### 4. RIGHT TO SUSPEND OR CANCEL ACCOUNT



We may cancel our Services at any time or vary payment terms without liability for compensation if you are unable (in response to a written request) to satisfy us that you are able to pay for the Service and all prior Service orders then outstanding (whether then due for payment or not) This clause applies irrespective of whether you have a credit facility with us.

## **5. INDEMNIFICATION TO THE CARRIER**

You agree to indemnify and hold PUKKA Fresh Logistics Ltd harmless from any demands, loss, liability, claims or expenses (including Solicitors' fees), made against PUKKA Fresh Logistics Ltd by any third party.

## **6. LIMITATION OF LIABILITY**

6.1 To the maximum extent permitted by applicable law, in no event shall PUKKA Fresh Logistics Ltd, be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the Courier Service.

6.2 To the maximum extent permitted by applicable law, PUKKA Fresh Logistics Ltd, assumes no liability or responsibility for any (i) injury or property damage, of any nature whatsoever, resulting from your access to or use of our Courier Service; (ii) any breach of the non-excludable obligations implied by law as to having title to Courier Services and (iii) any other Liability which cannot be excluded or limited by applicable law.

6.3 Subject to Clauses 6.1 & 6.2 the total Liability of PUKKA Fresh Logistics Ltd from any one Service Order, is limited to a sum to be determined in respect to the Service Order, where PUKKA Fresh Logistics Ltd has Liability not more than once in regard to the same Order.

6.4 If the Goods under this Contract are not in the process of Transit eg PUKKA Fresh Logistics Ltd fails to collect or receive the Goods at the time of collection - the total Liability of PUKKA Fresh Logistics Ltd from any one order, is limited to a sum to be determined in respect to the Service Order, where PUKKA Fresh Logistics Ltd has Liability not more than once in regard to the same Order.

## **7. STORAGE**

7.1 PUKKA Fresh Logistics Ltd will have no Liability if the collection or delivery of the Goods are delayed by fault of the Customer, if so PUKKA Fresh Logistics Ltd will look to one or all of the following - agree with the Customer for an alternative time for collection or delivery, where PUKKA Fresh Logistics Ltd will charge for every proposed additional delivery. If for any reason, including incorrect address or name, premises and or business is closed for the day, with no contact possible with the customer, the Goods may be returned to our Warehouse and stored until an alternative date and time is confirmed in writing.

7.2 Goods stored in our warehouse will be kept at the required Temperature for the Goods, ensuring the cold chain is maintained, following HACCP procedures, ensuring Food safety and Health and Safety Compliances are adhered to.

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7.3 if no date and time has been agreed by the Parties for the next working day and up to 21 days, PUKKA Fresh Logistics Ltd on first informing the Customer may require the Customer to either collect the Goods directly, or PUKKA Fresh Logistics Ltd may return the Goods to the Customer at the Customers expense to include storage costs.

## **8. COLLECTION & DELIVERY**

8.1 On receipt of the Goods from the Customer, the PUKKA Fresh Logistics Ltd Courier, unless previously agreed in writing between the Parties, will carry out basic cross checks with the PUKKA Fresh Logistics Ltd Service Order. Quantity and temperature checks will be carried out, at the point of collection or point of delivery whichever is applicable. Checks will be completed regarding the quality of packaging, which needs to be fit for purpose for transporting the goods, in sealed ridged containers in ridged packaging, where if required liners & coolant gels should be included depending on the Delivery requirements, which must be confirmed in writing at the time of Order of the Services.

8.2 The Goods shall be delivered to the address specified in the order. Risk in the Goods passes to you at the place of delivery or, where Goods are collected by you or your carrier from us, risk passes to you at the time of collection. Unless written instructions are given to the contrary, the signature of the person at the place of delivery shall constitute proof of delivery.

8.3 Although we will endeavour to meet dates specified for delivery, we shall not be liable in any manner for failure in delay or of non-delivery.

8.4 In certain instances where the Customer will be informed a third party courier may be required.

## **9. CUSTOMER DUTIES**

9.1 According to the contract for services agreed in writing, the Customer must ensure that the packaging is suitable for transporting the Products for PUKKA Fresh Logistics Ltd collection and delivery requirements. For the Customer to ensure the Package/s are correctly labelled and addressed, that the Goods are of a suitable size for Transit, the Goods do not leak or cause any contagion or pollution, to other packages or to PUKKA Fresh Logistics Ltd vehicles.

9.2 That the collection and delivery locations are safe and suitable – including parking and offloading for PUKKA Fresh Logistics Ltd vehicles.

9.3 That the Customer confirms in writing as part of the Service Order – that it is either the owner of the Goods or is able to enter into the contract in connection with the transit or storage of the Goods.

9.4 If PUKKA Fresh Logistics Ltd believes the Customer to be in breach of clause 9.3 then PUKKA Fresh Logistics Ltd reserves the right to cancel the service.

## **10. INSURANCE**

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The Customer shall keep the Goods to be transported insured against risk of loss or damage, unless otherwise expressly agreed in writing between the parties, for the complete period, from collection to transit and delivery, to a value applicable to the Goods per transit.

### **11. EVENTS BEYOND OUR CONTROL – Force Majeure**

PUKKA Fresh Logistics Ltd will not be liable for the inability to collect or deliver a product due to events outside of our control – a Force Majeure event. The collection or delivery service under contract will be ended or PUKKA Fresh Logistics Ltd will look to a logistical solution and extension of time, with re-calculation of transit costs incurred as a result of the Force Majeure – will be granted as confirmed in writing with the Parties.

### **12. USE OF PERSONAL DATA**

You agree that we may keep and process data about you as altered from time to time. Data about you may be used by us or our group companies to perform the contract, for credit rating purposes, in connection with monitoring the service provided, for analysis for management purposes, for making statutory returns, for forecasting and for future marketing and selling.

### **13. RETENTION OF RIGHT TO CHANGE OFFERING**

We may, without prior notice, change the services; stop providing the services or any features of the services we offer; or create limits for the services. We may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason.

### **14. RIGHT TO CHANGE AND MODIFY TERMS**

We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review these pages periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access our service.

### **15. PREFERENCE OF LAW AND DISPUTE RESOLUTION**

These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively by English Law and is subject to the jurisdiction of the English Courts alone.

### **CUSTOMER SUPPORT**

Contact via email : [info@pukkafreshlogistics.com](mailto:info@pukkafreshlogistics.com) & a member of the Team will get back to you as soon as possible.