



ICR WORLDWIDE EXPRESS LTD

ACCOUNT APPLICATION FORM

GENERAL INFORMATION

Company Name:

Business Address:

.....

Post Code:

Contact Name:Email.....

Accounts Contact:Email (invoices).....

Telephone No.:

Business Hours:

Type of industry:

Company Reg. No.:

VAT Reg. No.:

EORI No.:

Your online (booking and tracking) account username will be set up as your email address and a link will be sent to you to create a password. Log-in at www.icrdeliver.com

ALL GOODS ARE SUBJECT TO ICR'S CONDITIONS OF CARRIAGE <i>We agree to your payment terms of 30 days.</i>	Signature
	Name of Signatory
	Position
	Date / /

Terms and Conditions on reverse – also available at <https://www.icrdeliver.com/terms-conditions/>

Terms & Conditions

IMPORTANT NOTICE BY THE CONDITIONS SET OUT BELOW, ICR WORLDWIDE EXPRESS LTD AND ITS SERVANTS AND AGENTS ARE FIRSTLY NOT TO BE LIABLE AT ALL FOR CERTAIN LOSSES AND DAMAGE, AND SECONDLY, WHEREVER THEY ARE TO BE LIABLE THE AMOUNT OF LIABILITY IS STRICTLY LIMITED TO THE AMOUNT STATED IN CONDITION 5. CUSTOMERS ARE THEREFORE ADVISED TO PURCHASE INSURANCE COVER TO ENSURE THEIR INTERESTS ARE FULLY PROTECTED IN ALL EVENTS.

By tendering materials for shipment via ICR's Courier Service, the shipper agrees to the terms and conditions stated herein. No agent or employee of ICR, or a Shipper may alter or modify these terms and conditions.

1. **THE AIRBILL.** The ICR Airbill is NON-Negotiable and the Shipper acknowledges that it has been prepared by the Shipper or ICR on behalf of the Shipper. The Shipper warrants that it is the owner of the goods transported hereunder, or it is the authorised agent of the owner of the goods transported hereunder, and that it hereby accepts ICR's terms and conditions for itself and as agent for and on behalf of any person having an interest in the shipment.
2. **SHIPPER'S OBLIGATIONS AND ACKNOWLEDGMENTS.** The Shipper warrants that each article in the shipment is properly described on the Airbill, and that the shipment is properly marked and addressed and packed to ensure safe transportation with ordinary care in handling. The Shipper hereby acknowledges that ICR may abandon, return and / or release any items consigned by the shipper to ICR, which ICR has declared to be unacceptable or which the Shipper has undervalued for customs purposes or misdescribed whether intentionally or otherwise, without incurring any liability whatsoever to ICR and the Shipper will save and defend, indemnify and hold ICR harmless from all claims, damages, fines and expenses arising therefrom. The Shipper shall be solely liable for all costs and expenses related to the shipment and for costs incurred in either returning the shipment to the shipper or warehousing the shipment pending disposition. The Shipper also agrees that if a consignee or his agent defaults on any charges be it collect freight, import duties and taxes or any other monies due that the shipper will immediately reimburse ICR all outstanding amounts due. The shipper acknowledges that ICR is not a common carrier and that ICR reserves the right to refuse or abandon the carriage or transportation of any goods for any person, firm or company and the carriage or transportation of any class of goods at its discretion. The Shipper acknowledges that a shipment will be invoiced by either the actual or volumetric pay weight whichever is the greater. It is also agreed by the Shipper that ICR will transport the shipment even if the Shipper has not declared the volumetric pay weight or there is a change to the actual weight.
3. **RIGHT TO INSPECTION OF SHIPMENT.** ICR has the right, but not the obligation, to inspect any shipment including, without limitation, opening the shipment.
4. **LIEN ON GOODS SHIPPED.** ICR shall have a lien on any goods shipped for all freight charges, customs duties, advances and other charges of any kind arising out of transportation hereunder and may refuse to surrender possession of the goods until the charges are paid.
5. **LIMITATIONS AS TO LIABILITY.** Without prejudice to Clause 7, the liability of ICR for any loss or damage to the shipment (which terms shall include all documents or parcels consigned to ICR under the Airbill) is limited to the lesser of. (a) £50.00 or (b) The amount of loss or damage to a document or parcel actually sustained, or (c) The actual value of the document or parcel as determined under clause 6 hereof without regard to its commercial utility or special value to the Shipper.
6. **ACTUAL VALUE.** (a) The actual value of a document (which terms shall include any item of no commercial value which is transported hereunder) shall be ascertained by reference to its cost of preparation or replacement, reconstruction or reconstruction value at the time and place of shipment, whichever is less. (b) The actual value of a parcel (which term shall include any item of commercial value which is transported hereunder) shall be ascertained by reference to its cost of repair or replacement, resale or fair market value at the time and place of shipment, whichever is less. In no event shall such value exceed the original cost of the article paid by the shipper plus 10%.
7. **CONSEQUENTIAL DAMAGES EXCLUDED.** ICR shall not be liable, in any event, for any consequential or special damages or other indirect loss, however arising, whether or not ICR has knowledge that such damages or loss might be incurred, including, but not limited to loss of income, profits, interests, utility, or loss of market.
8. **LIABILITIES NOT ASSUMED.** While ICR will endeavour to exercise its best efforts to provide expeditious delivery in accordance with regular delivery schedules, ICR WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR DELAY IN PICK-UP, TRANSPORTATION OR DELIVERY OF ANY SHIPMENT, REGARDLESS OF THE CAUSE OF SUCH DELAY. Further, ICR shall not be liable for any loss, damage, mis-delivery or non-delivery: (a) due to act of God, force majeure, occurrence, war, riot, hijack or any other cause reasonably beyond the control of ICR or (b) Caused by: (i) The Act, default or omission of the shipper, the consignee or any other party who claims an interest in the shipment including violation of any terms or conditions hereof, or of any person other than ICR or of any customs or other government officials, or of any postal service, forwarder or other entity or person to whom a shipment is tendered by ICR for transportation to any location not regularly served by ICR, regardless of whether the Shipper requested or had knowledge of such third party delivery arrangements. (ii) The nature of the shipment or any defect, characteristic, or inherent vice thereof. (iii) Electrical or magnetic injury, erasure or other such damage to electronic or photographic images or recordings in any form.
9. **CLAIMS.** (a) Any claims must be brought by the Shipper and delivered in writing to the office of ICR at which the shipment was accepted within seven days after shipment date. No claim may be made against ICR outside that time limit. (b) No claim for loss or damage will be entertained until all transportation charges have been paid. The amount of any such claim may not be deducted from any transportation charges owed to ICR. (c) If goods are signed for as being received in good condition, no claim for damage will subsequently be accepted.
10. **APPLICABILITY.** These terms and conditions shall apply to, and inure to the benefit of ICR and its authorised agents, affiliated companies and their officers, directors and employees.
11. **WARSAW CONVENTION.** If the transportation of any consignment involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention may be applicable and the Convention governs, and in most cases, further limits the liability of ICR in respect of loss or damage to such consignment.
12. **RIGHT TO INSTRUCT THIRD PARTY COURIERS.** ICR shall have the right, but not the obligation, to instruct third party couriers, common or otherwise, in respect of any shipment which ICR may be instructed to carry or transport.

SAME DAY – WORLDWIDE – UK OVERNIGHT

0845 872 0350 - www.icrdeliver.com

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