

ACARS Express Despatch Limited Standard Conditions

Detailed below are the conditions under which ACARS Express Despatch Limited and its subsidiary companies accept Goods for carriage on the following services operated by the Company.

- (i) Domestic Road Delivery services (including Republic of Ireland)
- (ii) International Road Delivery services
- (iii) International Air Delivery services
- (iv) International Sea Delivery services
- (A) It is the responsibility of the Customer to ensure that any limitations of liability and any other conditions that apply to the Contract are fully understood before the Customer submits any Consignment for carriage by the Company.
- (B) ACARS is not a common carrier and shall only accept Goods for carriage in accordance with the terms of the Contract.
- (C) For any Consignment accepted for carriage on an International Road Delivery service, the Convention on the International Carriage of Goods by Road (CMR) may apply. The CMR Convention governs and in most cases limits the liability of the Company in respect of the loss of, damage to or delay to a Consignment.
- (D) Where carriage by air involves an ultimate destination or stop outside the country of origin, the Warsaw Convention may apply. The Warsaw Convention governs and in most cases limits the liability of the Company in respect of the loss of, damage to or delay to a Consignment.
- (E) For any Consignment accepted for carriage on an International Sea Delivery service and where the services of a shipping company or international transport operator are used, the Customer expressly authorises ACARS to enter into a contract, on behalf of the Customer, with the shipping company or international transport operator. The Customer agrees that the carriage shall be subject to the trading conditions of the shipping company or international transport operator with whom the contract was entered into by ACARS on behalf of the Customer. The Customer expressly agrees that the Company shall be relieved of any liability for the loss of, damage to or delay to a Consignment where such loss of, damage to or delay to is the result of any event that is beyond the control of the Company.

1 DEFINITIONS

In these Conditions:

- "CMR" means the Convention on the Contract for the International Carriage of Goods by Road
- "Confirmed Service" means any service where the Company may leave a Consignment without obtaining a signature from the Consignee as proof of delivery.
- "Company" means ACARS, its sub-contractors, agents, franchisees and employees.
- "Consignee" means the person, organisation or company to whom the Goods are to be delivered.
- "Consignment" means all Goods submitted for carriage by the Customer on the same day, using the same reference number and for delivery to the same Consignee.
- "Contract" means the agreement entered into by the Customer with ACARS, comprising these conditions, the Customer Service Agreement, the Service Guide, the Price Guide and any other documents as both the Customer and ACARS agrees to in writing.
- "Customer" means the person, organisation or company, by itself or by its servant or agent, that entered into the Contract with ACARS.
- "Dangerous Goods" means all goods contained in the Approved Carriage List as issued by Health & Safety Commission, all explosives and all radioactive material.
- "Director" means a statutory director of ACARS.
- "Domestic Road Delivery" means carriage within the United Kingdom, Republic of Ireland, Channel Islands and Isle of Man.
- "Force Majeure" means any event beyond the reasonable control of the Company and which renders impossible the execution of the Contract.
- "Goods" means the items contained within a Package.
- "ACARS" means ACARS Express Despatch Limited and its subsidiary companies.
- "Package" means a carton, crate, container, sack or similar receptacle in which the Goods are packed.
- "Palletised Item" means any Consignment shipped on a sealed pallet(s).
- "Price Guide" means the ACARS prevailing list of standard charges
- "SDRs" means Special Drawing Rights
- "Signature Service" means any service where the Company is required to obtain a signature from the Consignee at the time of delivery as proof of delivery
- "Through the Night Service" means any service where the delivery of a Consignment is made between the hours of 18:00 and 09:00 and the Consignee is not required to be present at the time of delivery of a Consignment and where the Company is required by the Customer to leave the Consignment in an agreed location.
- "Warsaw Convention" means the Convention for the Unification of Certain Rules Relating to the International Carriage of Goods by Air.
- "Working Day" means Monday to Friday between 07:30 and 18:00 hours but excluding any public holiday or bank holiday.

2 APPLICATION, PARTIES & SUB-CONTRACTING

- 2.1 ACARS shall accept no variation to these conditions, unless such variation has been agreed to in writing by a Director of ACARS prior to the Goods being submitted for carriage by the Customer.
- 2.2 The Customer warrants that they are either the owner of the Goods, or is authorised by such owner to accept the Contract on such owner's behalf. Should the owner of the Goods dispute that the Customer had the owner's authority to submit the Goods for carriage in accordance with the Contract, the Customer shall indemnify ACARS against any claim made upon it by the owner, or any person having an interest in the Goods.
- 2.3 ACARS enters into the Contract on behalf of itself, its employees, agents and any other company or person employed to carry out services on behalf of the Company, all of whom shall be entitled to the benefit of these conditions and shall have no liability to the Customer greater than or in addition to that of ACARS.
- 2.4 The Company may at its sole discretion, subcontract all or any part of the carriage of a Consignment.
- 2.5 The Company may at its sole discretion, transport a Consignment by such means of transport and route as decided appropriate by the Company.
- 2.6 The Customer shall save harmless and keep the Company indemnified from and against:
 - (a) all liability, loss, damage, costs and expenses whatsoever (including without prejudice to the generality of the foregoing: all duties, taxes, imposts, levies, deposits and outlays of whatsoever nature levied by any authority in relation to the Goods) arising out of the Company acting in accordance with the Customer's instructions, or from any breach of the Contract by the Customer or arising from the negligence of the Customer; and
 - (b) without derogation from condition 2.6.(a), any liability assumed or incurred by the Company when by reason of carrying out the Customer's instructions, the Company has reasonably become liable, or may become liable, to any other party; and
 - (c) all claims, costs and demands whatsoever and by whomsoever made or preferred, in excess of the liability of the Company under the terms of the Contract, regardless whether such claims, costs and demands arise from or in connection with the negligence or breach of the Contract by the Company; and
 - (d) any claims of a general average nature that may be made against the Company.

3 DESPATCH AND RECEIPT OF GOODS

- 3.1 PACKAGING The Customer shall ensure that all Goods are securely and adequately packaged for carriage and that all packaging complies with the laws and regulations of each country through which the Goods may be carried.
- 3.2 If the Company considers that the Goods are not securely or adequately packaged for carriage, the Company may either refuse to accept the Goods for carriage, or suspend their carriage at any time.
- 3.3 DANGEROUS GOODS The Customer shall not submit for carriage whatsoever, any Dangerous Goods until ACARS has pre-agreed in writing to accept such Dangerous Goods for carriage.
- 3.4 The Customer shall ensure that each Package containing Dangerous Goods is labelled and packaged in accordance with any regulations governing the carriage of such Dangerous Goods.
- 3.5 EXCLUDED GOODS The Customer shall not submit for carriage any Goods that are verminous, infested, contaminated or condemned.
- 3.6 The Customer shall not submit for carriage any of the following Goods unless a Director of ACARS has agreed do so in writing prior to the Goods being submitted for carriage:
 - (a) Bank-notes, coins, cheques, sales vouchers, bonds, bills of exchange, postage stamps,
 - (b) Precious metals, stones, gems, jewellery (other than costume jewellery),
 - (c) Works of art, antiques,
 - (d) Bonded goods, alcoholic drinks, tobacco products,
 - (e) Pornographic or obscene material,
 - (f) Firearms, ammunition,
 - (g) Living animals, fish, reptiles, plants, or "A"
 - (h) Any Goods requiring specialist storage conditions during carriage, including temperature, humidity or a controlled environment.
- 3.7 Unless specified within the Contract, any Goods listed in Condition 3.6 shall, if submitted by the Customer for carriage, be carried at the Customer's own risk and the Customer accepts that the Company shall not be liable to pay any compensation whatsoever or howsoever caused, in the case of the loss of, damage to, mis-delivery of, or deterioration to the Goods.
- 3.8 The Customer shall not submit for carriage any personal effects other than at the Customer's own risk and the Customer accepts that the Company shall not be liable to pay any compensation whatsoever and howsoever caused, in the case of the loss of, damage to, mis-delivery of, or deterioration to the Goods.
- 3.9 SECURITY INSPECTIONS The Company may, at its absolute discretion, open any Package and inspect the Goods for reasons of safety or security.
- 3.10 LABELLING The Customer shall ensure that each Package or Palletised Item is labelled with the full address of the Consignee, including the full post-code or other similar code applicable in the country where the Consignment is to be delivered.
- 3.11 CONSIGNMENT DETAILS The Customer shall provide to the Company when a Consignment is either submitted for carriage by the Customer, or the Customer requests a Consignment to be collected from a third party address, details of the Consignment as required by ACARS, either in a written, printed or electronic format.

- 3.12 ACARS shall be entitled to charge the Customer a reasonable charge for any amendment made by the Company to the Consignment details, as a result of any error, omission or misrepresentation by the Customer.
- 3.13 For all international Consignments, the Customer shall provide to the Company when the Goods are submitted for carriage by the Customer, such documentation required to enable the Goods to be either exported from or imported into the UK.
- 3.14 WEIGHT The Customer shall, unless agreed otherwise in writing by ACARS, provide an accurate weight for each Consignment submitted for carriage by the Customer.
- 3.15 Where the Customer does not advise an accurate weight of a Consignment, the Company may estimate the weight and charge the Customer based on such estimated weight.
- 3.16 The estimated weight shall be deemed as accurate unless, or until the actual weight of the Consignment is otherwise proved by the Customer.
- 3.17 HANDLING EQUIPMENT The Company shall not be required to provide any specialist handling equipment when either the Consignment is accepted for carriage or is delivered to the Consignee, unless the Company has agreed to do so prior to the Consignment being submitted for carriage by the Customer.
- 3.18 Where the Customer uses its own handling equipment for the loading or unloading of Goods, the Customer shall indemnify the Company against any claim for the loss of, or damage to the Company's property or to other Goods, or any award made against the Company as a consequence of the use of such handling equipment.
- 3.19 RECEIPT OF GOODS The Customer shall ensure that the Consignee is available to accept delivery of a Consignment during the normal Working Day, or at such times as specified by the service requested by the Customer, where the Consignment was despatched on a Signature Service.
- 3.20 Where a Consignment is despatched on a Signature Service and the Consignee is unavailable to sign for the Consignment, the Consignment shall not be delivered unless the Customer has provided the Company with written authority to do so.
- 3.21 Where a Consignment is despatched on a ConfirmedC Service and the Consignee is unavailable to sign for the Consignment, the Company may, at its absolute discretion, deliver the Consignment to an adjacent address, or leave the Consignment in a safe location at the Consignee's address, unless the Customer has instructed the Company not to do so prior to the Consignment being submitted for carriage.
- 3.22 UNDELIVERABLE CONSIGNMENTS Where a Consignment is refused by the Consignee, or cannot be delivered because the Consignee is unavailable to take delivery of the Consignment, other than on a Confirmed Service, the Company shall either return the Consignment to the Customer, or redeliver or redirect the Consignment in accordance with the instructions received from the Customer.
- 3.23 ACARS shall be entitled to charge the Customer the agreed charge within the Contract for the return, redelivery or redirection of a Consignment, or if no such charge has been agreed within the Contract, a charge as advised by ACARS at the time the Customer instructed the Company to return, redeliver or redirect a Consignment.
- 3.24 For any Consignment carried on an International Air Delivery service, or an International Sea Delivery service, the Customer shall be responsible for paying ACARS any additional costs or charges incurred by the Company relating to the return or redirection of a Consignment.
- 3.25 PROOF OF DELIVERY The Company may at its sole discretion, record the signature of the Consignee as proof of delivery of a Consignment, either on the Company's delivery documentation or an electronic handheld terminal.
- 3.26 Where proof of delivery of Consignment is obtained in document format, the Company shall retain the original proof of delivery for a period of 3 months, after which time the Company may retain such proof of delivery as an electronic image for a further period of 9 months.
- 3.27 Where proof of delivery is recorded by means of an electronic handheld terminal, the Company shall retain an electronic image of the proof of delivery for a period of 12 months.
- 3.28 In the case of a Consignment accepted for carriage by the Company on a Confirmed Service, proof of delivery shall be either the signature of the Consignee, or the time, date and location of the delivery of the Consignment as recorded by the Company at the time the Consignment was delivered.
- 3.29 In the case of a Consignment submitted for carriage by the Customer on a Through the Night Service, proof of delivery shall be the time and date of delivery of the Consignment as recorded by the Company at the time the Consignment was delivered.
- 3.30 The inability or failure of the Company to provide a proof of delivery shall not prejudice the position of the Company in respect of any time limits for making a claim for the loss of any Goods as detailed in condition 6.
- 3.31 ACARS shall be entitled to invoice the Customer a reasonable charge for the provision of any proof of delivery.

4 LIABILITY FOR LOSS, DAMAGE OR MIS-DELIVERY

- 4.1 The Company's liability for the loss of, damage to or mis-delivery of Goods howsoever caused and whether as the direct result of the negligence of the Company, shall be excluded or limited in accordance with the Contract.
- 4.2 The Company shall not be liable for any claim whatsoever and howsoever caused for indirect or consequential loss, including but not limited to, loss of profits, loss of business, V loss of production or depletion of goodwill.
- 4.3 The Company shall not pay any compensation whatsoever and howsoever caused, for any loss of, damage to or mis-delivery of Goods as a result of:
 - (a) an act of God

- (b) error or omission by the Customer
- (c) any consequences of war, act of foreign power, terrorism, riot, civil commotion or rebellion,
- (d) seizure of the Goods under legal process,
- (e) the Goods not being securely or adequately packaged,
- (f) the loss being from a sealed Package or Palletised item delivered in the same condition as when the Consignment was submitted for carriage by the Customer
- (g) the Goods being of an inherently fragile nature,
- (h) a failure of a machine or electronic component where there was no visible sign of damage to the Goods at the time of delivery,
- (i) the natural deterioration of the Goods.
- (j) all Goods set out in condition 3.6 where ACARS has not agreed in writing to accept such Goods for carriage.
- 5 COMPENSATION FOR LOSS, DAMAGE OR MIS-DELIVERY**
- 5.1** The amount of compensation payable by ACARS for the loss of, damage to or mis-delivery of Goods, howsoever caused, shall be limited to the lesser of:
- (a) the Customer's sales invoice value (excluding VAT) of the Goods less 25%, or if the Customer has no such sales invoice, the cost price (excluding VAT) of the Goods to the Customer, or
- (b) in the case of used Goods, the market value of the Goods at the time the Goods were submitted for carriage by the Customer, or
- (c) in the case of Goods damaged by the Company, the reasonable cost of repairing the Goods or the value of the Goods as calculated above less any salvage
- and unless the Customer elected in writing to take the ACARS extended transit liability cover, the amount of compensation payable by ACARS shall not exceed:
- (d) for any Domestic Road Delivery Consignment submitted for carriage by the Customer for delivery on the next or same day, on either a Signature Service or a Through the Night Service, £15 per kilo for the gross weight of the Goods lost, damaged or mis-delivered, to a maximum of £450 per Package, or £1,500 per Palletised Item, whichever is the lesser.
- (e) for any other Domestic Road Delivery Consignment submitted for carriage by the Customer for delivery on a Signature Service, £10 per kilo for the gross weight of the Goods lost, damaged or mis-delivered to a maximum of £300 per Package, or £1,000 per Palletised Item, whichever is the lesser.
- (f) for any Consignment submitted for carriage by the Customer for delivery within the United Kingdom on a Confirmed Service, £10 per kilo for the gross weight of the Goods lost, damaged or mis-delivered to a maximum of £100 per Consignment
- (g) for any Consignment submitted for carriage by the Customer on an International Road Delivery service, 8.33 SDRs per kilo for the gross weight of the Goods lost, damaged or mis-delivered
- (h) for any Consignment accepted for carriage on an International Air Delivery service, £15 per kilo for the gross weight of the Goods lost, damaged or mis-delivered, up to a maximum of £100 per Consignment, unless the Warsaw Convention applies and then compensation shall be limited to 17 SDRs per kilo for the gross weight of the Goods lost, damaged or mis-delivered.
- (i) for any Consignment submitted for carriage by the Customer on an International Sea Delivery service, £15 per kilo for the gross weight of the Goods lost, damaged or mis-delivered, up to a maximum of £100 per Consignment, subject to clause (E)
- 5.2** ACARS shall pay no compensation whatsoever and howsoever caused, as a result of the loss of, damage to or mis-delivery of Goods on a Domestic Road Delivery service, where the liability, as calculated in condition 5.1, is less than £40, except where the Customer has elected in writing to take the ACARS extended transit liability cover.
- 5.3** Where the Customer elected in writing to take the ACARS extended transit liability cover, the amount of compensation payable by ACARS for the loss of, damage to or mis-delivery of Goods shall be limited to the lesser of the amount covered by the ACARS extended transit liability cover and the amount as calculated in accordance with conditions 5.1(a), 5.1(b), 5.1(c).
- 5.4** Where the Company is required to hold any keys belonging to either the Customer or Consignee, for the purpose of making a delivery on a Through the Night Service, the liability of the Company for the loss of, or damage to any keys shall be limited to a maximum of £40 for any single incident of the loss of, or damage to such keys.
- 5.5** ACARS shall have no other liability whatsoever and howsoever caused to either the Customer or the Consignee as a result of the loss of, or damage to any keys, whatever the nature of the claim.
- 6 CLAIMS PROCEDURES AND TIME LIMITS**
- 6.1** ACARS shall pay no compensation whatsoever, where the Customer does not notify ACARS either verbally or in writing of their intention to make a claim, or does not submit a written claim, including adequate proof of value, to the ACARS registered office, in accordance with the time limits stipulated below or within any other time limits set out in the Contract.
- (a) For the loss of, or mis-delivery of a Consignment, or a Package or a Palletised Item forming part of a Consignment, unless ACARS is advised, other than upon the Company's delivery documentation, or electronic handheld terminal within 21 days of the date the Consignment was submitted for carriage by the Customer and a written claim be sent to ACARS within 35 days of the date the Consignment was submitted for carriage.
- (b) For the damage to any Goods, or the loss of Goods from a Package or a Palletised Item, unless ACARS is advised, other than upon the Company's delivery documentation, or electronic handheld terminal within 2 Working Days from the date of delivery of the Consignment, or a Package or a Palletised Item forming part of a Consignment and a written claim be sent to ACARS within 7 Working Days of the date of delivery of the Consignment.
- INTERNATIONAL ROAD DELIVERY SERVICES**
In accordance with CMR conditions.
- INTERNATIONAL AIR DELIVERY SERVICES** For the loss of or mis-delivery of a Consignment, or a Package or Palletised Item forming part of a Consignment, or the damage to any Goods, unless ACARS is advised in writing within 14 days of the date the Consignment was submitted for carriage by the Customer.
- 6.2** ACARS reserves the right to inspect any damaged Goods and the Customer is required to make such Goods available to the Company for a period of 30 days from the date the Customer submitted a written claim to ACARS.
- 6.3** The Company shall not be liable to the Customer or to any third party (in any circumstances), unless proceedings are commenced and served upon the Company within 6 months from the date of the event or occurrence alleged to have given rise to the cause of action against the Company.
- 6.4** The Contract shall not reduce or exclude a Customer's rights against the Company as provided for in any statute of England and Wales, or under any international convention.
- 7 COMPENSATION FOR DELAY**
- 7.1** For the purpose of condition 7, delivery of a Consignment shall be deemed to have taken place when the Consignment is tendered for delivery at the Consignee's address during the normal Working Day, or as required by the service requested by the Customer at the time the Consignment was submitted for carriage by the Customer.
- 7.2** ACARS shall not be liable for any claim whatsoever and howsoever caused for indirect or consequential loss, including but not limited to, loss of profits, loss of business, loss of production or depletion of goodwill.
- 7.3** ACARS shall not pay any compensation whatsoever and howsoever caused for the delay to a Consignment where such delay was the result of Force Majeure.
- 7.4** ACARS shall not pay any compensation whatsoever and howsoever caused unless the Customer notifies ACARS in writing of such delay within 21 days of the date the Consignment was submitted for carriage by the Customer.
- 7.5** The Company shall have no liability to the Customer whatsoever and howsoever caused, resulting from the failure by the Company to collect a Consignment on the day requested to do so by the Customer.
- 7.6** The amount of compensation payable by ACARS for the delay to any Consignment submitted for carriage by the Customer on a Domestic Road Delivery service shall be limited to the difference in the charge for the service provided by the Company and the charge for the service requested by the Customer, to a maximum of £25 for any single Consignment.
- 7.7** Where the charge for the service provided is greater than the charge for the service requested, then compensation shall be limited to a refund of 25% of the charge for the service requested at the time the Consignment was submitted for carriage by the Customer, to a maximum of £25 for any single Consignment.
- 7.8** Should only part of a Consignment be delayed, then compensation, subject to conditions 7.6 and 7.7, shall be calculated on a pro-rata basis, based on the number of Packages or Palletised Items delayed and the total number of Packages or Palletised Items in the Consignment.
- 8 CHARGES**
- 8.1** The charges payable by the Customer may be revised by ACARS at any time where;
- (a) the agreed traffic profile of the Customer "Ls Consignments varies from that on which the existing charges were based, or
- (b) the Company has experienced an increase in the cost of taxation, duty, fuel, ferry/toll charges, other operating costs or subcontractor's charges, or
- (c) ACARS considers any other factor appropriate.
- 8.2** Without prejudice to condition 8.4, any objection relating to the ACARS revised charges must be made by the Customer in writing to ACARS within 14 days of the date of such notification.
- 8.3** Where such objection cannot be resolved within 7 days of the date that ACARS was first notified, then either ACARS or the Customer may terminate the Contract by serving 7 days notice in writing to the other party of their intention to do so.
- 8.4** If any charges payable by the Customer are based on the charges contained in the ACARS Price Guide, the revised charges shall apply 7 days following the publication of the revised Price Guide by ACARS.
- 8.5** Where the Customer continues to use ACARS services 28 days following the date of first notification of such revised charges, then the Customer shall by doing so, be deemed to have accepted the revised charges.
- 9 PAYMENT & LIEN**
- 9.1** Any query relating to a ACARS invoice must be notified to ACARS in writing within 14 days of the issue of such invoice, failing which the invoice shall be deemed to be correct.
- 9.2** Unless otherwise agreed by ACARS within the Contract, the Customer shall pay each invoice in cleared funds within 28 days of the date of such invoice.
- 9.3** All charges and payments must be paid by the Customer without any set-off, withholding, claim, counterclaim or other deduction, including without any limitation, any sums due from ACARS to the Customer under conditions 5 and 7.
- 9.4** The absence of, or a discrepancy on any delivery documentation shall not entitle the Customer to withhold payment of any sum payable under the Contract.
- 9.5** If any sum payable by the Customer is not paid by or on the due date, ACARS may;
- (a) charge interest on the debt at a rate of 1.5% per month from the due date of payment and until such payment is received by ACARS, whether before or after judgement and without prejudice to any other rights or remedy that ACARS may have, and
- (b) retain by way of a general lien, any of the Customer's Goods in its possession until payment in full of all sums due from the Customer on any account (whether relating to the Goods or not), is received. Where any Goods are held by way of a general lien, ACARS shall not be liable to the Customer whatsoever and howsoever caused for the loss of, damage to or deterioration of the Goods. ACARS may at its absolute discretion, upon giving not less than 28 days notice of the exercise of its lien, sell by public auction, any or all of the Customer's Goods in its possession, as agent for the Customer and / or the owner (if different) and for that purpose may open or break open any Package, without being liable whatsoever for any damage or deterioration to the Goods whatsoever and howsoever caused. ACARS shall apply the proceeds of any sale (after deducting reasonable costs for the storage and the sale of the Goods) against any sums due to ACARS and shall account to the Customer and / or owner for the balance (if any). ACARS shall then be discharged from all liability whatsoever in respect of such Goods. Failure to deliver Goods as result of the exercise of a lien shall not constitute a breach of the Contract or enable the Customer to withhold payment of any sum due to ACARS.
- (c) suspend without notice all services provided to the Customer until full payment of all sums due is received in full by ACARS.
- 9.6** If the Customer fails to pay any sum due under the Contract on or by the due date for payment, or if at any time the aggregate amount outstanding from the Customer to ACARS exceeds any credit limit allocated by ACARS to the Customer from time to time, ACARS may require immediate payment in full of all amounts payable by the Customer to ACARS, even if the sum is not yet due for payment.
- 10 TERMINATION**
- 10.1** Where either the Company or the Customer commits a breach of its obligations contained within the Contract and does not remedy the same, or take reasonable steps to prevent such a recurrence, within 10 Working Days of receiving written notice from the party specifying the breach, then the party specifying the breach may, by giving not less than 3 Working Days notice, terminate the Contract, subject to condition 10.2,
- 10.2** Where such breach could result in injury to any person, damage to any property, or result in the other party committing an illegal act, the other party may immediately suspend all services until the breach has been remedied.
- 10.3** Either ACARS or the Customer may terminate the Contract without notice should the other party have;
- (a) become the subject of a voluntary arrangement under Section 1 of the Insolvency Act 1986 (as amended), or
- (b) become unable to pay its debts as defined under I Section 123 of the Insolvency Act 1986 (as amended), or
- (c) appointed a receiver or been placed into administration, or
- (d) passed a resolution for its winding up, or
- (e) ceased to trade.
- 10.4** ACARS may terminate the Contract for any other reason by serving 21 days notice in writing to the Customer of its decision.
- 11 NOTICES**
- 11.1** Any notice required to be given in writing under the Contract, shall be sent either by;
- (a) first class mail, or
- (b) facsimile, or
- (c) email, or
- (d) hand.
- 11.2** Any notice sent by ACARS shall be sent either to the Customer's main trading address or its registered office.
- 11.3** Any notice sent by the Customer shall be sent to the ACARS registered office.
- 12 PROPERTY**
- 12.1** If the Customer or any person, organisation or company acting on behalf of the Customer, has in its possession any property belonging to the Company, the Customer will
- (a) insure the property for the full cost of its replacement,
- (b) keep the property in good condition,
- (c) use the property only for the purpose for which it was supplied by the Company,
- (d) keep the property at the address agreed by the Company,
- (e) return the property to the Company at the request of the Company,
- (f) return the property to the Company immediately upon termination of the Contract.
- 13 ASSIGNMENT**
- 13.1** The Customer shall not be entitled to assign any part of the Contract without the prior written agreement of ACARS.
- 14 CONFIDENTIALITY**
- 14.1** Both the Company and the Customer shall treat as confidential, all information received or obtained as a result of entering into the Contract, unless required or instructed to do so by any legal body or authority.
- 15 LAW**
- 15.1** The Contract shall be governed and construed in accordance with English law and the courts of England and Wales shall have exclusive jurisdiction to settle any disputes that may arise out of or in connection with the Contract.

