



# TERMS & CONDITIONS



Version 11

## 1. Definitions

1.1 'Company' means Rush Courier Services Limited registered in England no 02619179, whose registered office is Anova House, Wickhurst Lane, Broadbridge Heath RH12 3LZ which trades under various trading names including, without limitation, Rush Management, Rush Couriers, APC Cambridge, APC and Rush Passport & Visa.

1.2 'Goods' means any documents or items of any tangible property, including containers and packaging, consigned by the Customer from one address to another.

1.2 'Customer' means any individual, firm, body corporate, unincorporated association or any other body who engages the services of the Company and includes the Customer's employees, representatives, servants or agents.

## 2. General

2.1 Employees, agents and officers of the Company have no authority to make oral or written representations, warranties or promises about the Company's business or services which are inconsistent with these conditions and the Customer waives all rights which may otherwise arise in relying upon the same save where such representations, warranties or promises are made fraudulently. Only a Divisional Director of the Company has authority to vary these conditions and then only to the extent that the variation is expressed in writing to be a variation hereof.

2.2 The Company is not a common carrier; it may decline to provide services for such Customers and/or in relation to such Goods as the Company in its absolute discretion shall determine.

2.3 All invitations and quotations by the Company are based on the information provided by the customer. The Company will use its best endeavours to accurately advise third party charges including Customs and Embassy charges but will not be liable where these are varied without its knowledge. The use of its services is given on the basis of prompt instructions given by the Customer and shall only remain open for instruction by the Customer for a period of seven days unless withdrawn, revoked or varied by the Company prior to instructions. The instructions of the Customer shall constitute an offer by the Customer to the Company to enter into contractual relations with it and such instructions once accepted by the Company shall give rise to a binding contract between the parties governed by these conditions and the Customer will pay the charges of the Company for the business required whether or not the Customer thereafter wishes to withdraw, revoke or vary those instructions or otherwise makes it impossible for the Company to perform its obligations hereunder unless, in any case, the Company otherwise agrees in writing.

2.4 All quotations are provided Exclusive of Value Added Tax or any local taxation.

2.5 The Customer acknowledges and agrees that provisions in these conditions excluding or restricting any liability of the Company or allowing the Company to perform obligations differently or not at all are reasonable having regard to, among other things, the existence of other suppliers of similar services available to it before entering into contractual relations with the Company.

2.6 Headings are for ease of reference only and do not affect the interpretation of these conditions.

## 3. Entire Agreement

3.1 All and any business undertaken, including any advice representation, or information given or service provided whether gratuitously or not by the Company is transacted subject to these conditions. Any Customer who objects to these conditions must prior to giving instructions inform the Company of the objections in writing and any such objection shall take effect only upon it being accepted in writing by a Divisional Director of the Company.

3.2 In matters of conflict between these conditions and any promotional brochures or other material of the Company these conditions shall prevail.

## 4. Company's Rights

4.1 The Company may subcontract all or any part of its business and/or services.

4.2 Subject to express written, receipted, instructions given by the Customer, the Company reserves to itself absolute discretion as to the means, route and procedure to be followed in the handling, storage, and transportation of Goods. In the event that the Customer provides such instructions and if in the opinion of the Company it is at any stage necessary or desirable in the Customer's interests to depart from those instructions, the Company shall be at liberty to do so.

4.3 The Company may affect the physical delivery of the Goods at the address shown on the Goods thereon by presenting the same to any person as may appear to the Company to be authorised or competent to accept them on behalf of the addressee or the Company may leave the Goods at any place at the address aforesaid as may appear to it to be intended or suitable for this purpose and delivery in accordance with the foregoing shall in favour of the Company as against the Customer constitute sufficient performance of the Company's delivery obligation hereunder unless otherwise specifically instructed in writing by the Customer.

4.4 The Company may (but shall not be obliged to) require acknowledgement of delivery of Goods to be given at point of delivery and any such receipt if given by a person appearing to the Company to be authorised or competent in that regard shall in favour of the Company as against the Customer and the addressee constitute good receipt and shall be conclusive evidence of the fact of proper delivery of the Goods pursuant to these conditions.

4.5 The Company may retain the Goods in circumstances where it reasonable considers it to be inappropriate or impossible to effect delivery of the Goods to the addressee or to obtain acknowledgement of delivery satisfactory to it and to reasonable endeavour on some other occasion or occasions as soon as is reasonably practicable thereafter to deliver the Goods and/or issue to the Customer notice of their non-delivery and (without prejudice to the Company's right to claim payment of all sums that would be payable by the Customer were the delivery to have been achieved) the Customer undertakes to reimburse the Company all expenses reasonable incurred by it in connection therewith and to pay the Company its standard additional charges from time to time payable by its customers generally in any circumstances aforesaid.

## 4. Company's Rights continued:

4.6 Where the Company is unable to deliver Goods pursuant to condition 4.5 and the Goods are not claimed by the Customer within 28 days of notice of such non-delivery served on the Customer, the Company may destroy or sell the undelivered Goods as if the Company against the Customer and the purchaser were the absolute owner and to pass unencumbered title to the purchaser. The Company shall not be liable for any loss suffered or incurred by the Customer in respect of such destruction or sale and the Customer shall indemnify and hold harmless the Company in respect thereof.

4.7 The Company shall have general lien on all Goods supplied by the Customer in respect of the Company's charges for the carriage or storage of such Goods and for any other monies due from the Customer to the Company and in default of payment of any monies due to the Company from the Customer on any account whatsoever the Company may without notice to the Customer appropriate any Goods aforesaid and sell them as if the Company as against the Customer and the purchaser were the absolute owner and to pass unencumbered title to the purchaser provided that the Company will apply the proceeds of sale towards monies due from the Customer to it after appropriating to itself any reasonable expense of sale.

4.8 If the Customer (otherwise than through the Company) employs or engages the services directly or indirectly of any employee or independent contractor to the Company whose services at any time during 12 months before then shall have previously been supplied by the Company to the Customer the Company shall be entitled to charge a small fee to the Customer for the introduction of such employee or independent contractor equivalent to 15% together with Value Added Tax thereon of the final annual salary or earnings of such employee or independent contractor derived from the Company calculated by reference to the amount earned during the last month of employment or service and the Customer will pay the same on demand.

## 5. Customer's Obligations

5.1 The Customer warrants that it is either the owner or the authorised agent of the owner of the Goods and that it is authorised to accept and is accepting these conditions not only for itself but also as agent for and on behalf of all other persons who are or may thereafter become interested in the Goods.

5.2 The Customer shall ensure that the consignment will be sufficiently securely and properly packed and labelled, will be fit and safe to be carried or stored and will comply with all statutory or other regulations for carriage by road, air, rail or sea and for mechanical handling and sorting as may be in force or use from time to time.

5.3 The Customer warrants that the Goods do not comprise or include weapons ammunitions controlled drugs (within the meaning of the Misuse of Drugs Act 1971 or any statutory amendment of or substitution for that act) industrial chemicals unlawful noxious dangerous hazardous inflammable or explosive items of any kind or any items which may not otherwise be collected carried stored or otherwise possessed delivered imported or exported into or from any country region or place without declaration licence or other permission from any statutory or regulatory body. The Customer shall be liable for all loss or damage whatsoever and howsoever caused by to or in any connection with Goods described by this clause and without prejudice to the Company making claims on any basis for damages the Customer will indemnify and hold harmless the Company against all fines, penalties, actions, claims, damages, losses, costs and expenses whatsoever and howsoever arising in any jurisdiction in connection therewith. Without prejudice to any of the Company's other rights contained in these conditions Goods may be destroyed, abandoned, released, surrendered or otherwise dealt with at the sole discretion of the Company or by any other person in whose custody they may be at the relevant time without liability on the part of the Company to the Customer.

5.4 The Customer shall be responsible for arranging the Goods to be carefully checked immediately upon receipt by the consignee or other recipient of the Goods.

## 6. Settlement Terms

6.1 Invoices shall be paid within 30 days of receipt. Where payment is not received by that date the Company reserves the right to charge interest on all outstanding balances at the rate of 2.5% per month or part month and cancel any discount given.

6.2 Where any invoice is more than 45 days overdue, then all outstanding invoices from the Customer, whether or not due for payment, shall become payable.

6.3 Statements of account for regular Customers are prepared for information only and are normally issued at the end of each month.

6.4 Any customs duties or similar taxes shall be payable immediately by the Customer to the Company and shall not be subject to credit terms. The Company reserves the right to demand payment of such sums in advance of them being incurred.

## 7. Exclusions/Limitations of Liability

7.1 Except under special arrangements previously agreed in writing the Company will not accept or deal with bullion, cash, precious stones, jewellery, valuables, glass products or other fragile items including portable computer equipment, antiques, pictures (excluding commercial artwork), livestock or plants. The Customer undertakes not to deliver any such items to the Company or cause the Company to handle or deal with any such items otherwise than after making special agreements aforesaid and save only to the extent the Company shall be under no liability whatsoever for or in connection with the Goods or any loss or damage thereto however arising. Notwithstanding any special agreement aforesaid the Customer will ensure that such Goods may be lawfully collected, carried, stored, delivered, exported and imported into or from any country region or place without hindrance or undue delay and will indemnify and hold harmless the Company from all fines penalties actions claims damages losses costs and expenses whatsoever and howsoever arising in any jurisdiction that it may suffer or incur in consequence of any breach of any law or regulation permitted or procured by the Customer through acts or omissions of the Company in performing services in relation to the Goods.

7.2 (a) Instructions given to the Company by telephone otherwise than as to the identity of the Customer, the identity of Goods, the address for collection, the address for delivery and the class of service requested shall give rise to no obligation or duty of care upon the Company whether of not those additional telephone instructions are in a whole or part performed or observed by the Company.

(b) In providing suggestions or opinions or advice as to means of transportation services available physical or legal circumstances of carriage or other guidance howsoever described at any time to assist the Customer to formulate instructions or otherwise the Company shall be deemed to so provide for information purposes only and without giving any representation warranty or promise and without having any duty of care to the Customer in respect thereof. The Company shall not be liable for any such information provided or any representation warranty or promise made save where provided or made fraudulently.

7.3 The Company will use and apply all reasonable efforts and endeavours to effect delivery of Goods within a stipulated period of time as described in its marketing literature in force from time to time where in its opinion it is able to do so but in expressing any such opinion the Company undertakes no duty of care towards and shall not be liable to the Customer in respect of any failure to do so other than in accordance with these conditions.

7.4 It shall be the responsibility of the Customer to satisfy itself that any load that he wishes to have carried by the Company shall be suitable for conveyance in the vehicle or machine ordered by the Customer and provided by the Company and if the Customer accepts the vehicle or machine offered by the Company for the carriage of such load the Company shall have no liability whatsoever for any loss or damage to such load arising from the unsuitability of such vehicle or machine

7.5 Subject to condition 7.6 the Company shall have no liability in any circumstances for any lawful or unlawful detention of Goods or for any direct loss, damage or deterioration arising therefrom except where (a) the Customer shall have specified to the Company the nature of the Goods and purpose of their transit and the Company through its Divisional Director shall have agreed in writing with the Customer a time schedule and specification in respect of the transit of the said Goods (b) it shall be proved that such detention, delay, loss, damage or deterioration was directly due to the negligence of the Company.

7.6 Any claim for direct loss or damage made by the Customer resulting from any delayed delivery, misplaced delivery, non-delivery, other breach of contract negligence or for any other reason shall be notified in writing to the Company as soon as reasonably practicable and in any event within 7 days of the date when any information giving rise to a possible claim comes to the attention or ought reasonably to have come to the attention of the Customer. Subject to conditions 7.5, 7.7 and 7.8 and except in respect of death or personal injury caused by the Company's negligence where any such claim is proven to be due to the fault or negligence of the Company the Company's liability shall be limited as follows: -

(a) Where the Customer has accepted one of the guaranteed delivery services offered by the Company from time to time other than those specified in conditions (b) and (c) below the Company shall only be required to credit the Customer's account with the difference in value between the quoted charge for guaranteed delivery service selected by the Customer and the value of the actual service provided by the Company which credit shall be applied to the Customer's account with the Company;



## 7. Exclusions/Limitations of Liability continued:

(b) where the Customer has selected the Same Day or Couriers ground courier service within mainland Britain the Company's liability to the Customer in respect of any one consignment shall not exceed the value of Goods carried on such service or £13 per kg whichever is less;

**7.7** 1. where the Customer has selected the International or Overnight courier service within mainland Britain the Liability of the Carrier, Sub-Contractors and RUSH in respect of claims for physical loss, mis-delivery of or damage to goods comprising the Consignment, howsoever arising, shall in all circumstances, subject always to the overall maximum Liability set out in Condition 7(1)(c), be limited to the lesser of:

(a) the value of the goods actually lost, mis-delivered or damaged (and the value of the goods actually lost, mis-delivered or damaged shall be taken to be the replacement cost to the Customer at the commencement of Transit, and shall include any Customs and Excise duties or taxes payable in respect of those goods); or

(b) the cost of repairing any damage to or reconditioning the goods; or

(c) a maximum of £100 in respect of a "Parcel Consignment" and £25 for "Mail pack" (MP), "Courier pack" (CP) and "Lightweight Consignment" (LW) (each of the aforementioned terms being the names of RUSH's products, as specified on the RUSH Website) actually lost, mis-delivered or damaged, as set out in, and subject to Condition 7(2).

2. The Carrier's Liability under Condition 7.6 above shall be subject to the following:

(a) the maximum Liability to be taken into consideration shall be only the value of the good(s), or part thereof, actually lost, mis-delivered or damaged regardless of whether the loss, mis-delivery or damage affects the value of other parts of the Consignment;

(b) the Carrier shall be entitled to proof of the value of the whole of the Consignment and of any part which is alleged lost, mis-delivered or damaged;

(c) the Customer shall be entitled to give the Carrier written notice prior to commencement of Transit requesting that the limitations in 10(1)(c) above be increased. Any increased limit proposed by the Customer shall not exceed the value of the Consignment. The Carrier shall consider the Customer's request and, if the Carrier agrees to the increased Liability cover, the Carrier shall notify the Customer of the revised carriage charges that the Customer will be liable for in consideration of the increased limit. The Carrier shall be entitled to offer the Customer a different increase to the Liability cover than requested by the Customer. If the revised carriage charges and increased limit is not acceptable to the Customer, then the aforementioned limitations in 7(1)(c) shall continue to apply; and

(d) in attempting to reach an agreement pursuant to Condition 7(2)(c) above the Customer shall provide the Carrier with all such information regarding the Consignment as the Carrier shall need to assess any suggested new limit and charges.

(3) The Carrier reserves the right to view any Consignment to which a claim is made by the Customer or Consignee within its original packaging. Failure to provide the original packaging will invalidate the claim.

Other Losses

(4) Subject to the other provisions of this Condition 7, including the increased Liability cover cap in Condition 7(5), the Liability of the Carrier in respect of claims for any other loss whatsoever (including indirect, economic or consequential loss or damage and loss of market), and howsoever arising in connection with the Consignment, shall not exceed the amount of the carriage charges in respect of the Consignment or the amount of the claimant's proved loss, whichever is the lesser, unless;

(a) at the time of entering into the Contract with the Carrier the Customer declares to the Carrier a special interest in delivery in the event of physical loss, mis-delivery or damage or of an agreed time limit being exceeded and agrees to pay a surcharge calculated on the amount of that interest; and

(b) at least five (5) Business Days prior to the commencement of transit the Customer has delivered to the Carrier written confirmation of the special interest, agreed time limit and amount of the interest.

### Increased Liability Cover Cap

(5)(a) Except in relation to the items specified in Condition 5(b), the Carrier's, Sub-Contractor's and RUSH's Liability in respect of each Consignment manifested on the Increased Liability Cover option shall be limited to the value declared by the Customer for that Consignment, or £15,000 (whichever is the lesser).

(b) In the case of computer equipment, peripherals, software, mobile telephones and accessories, or other audio -visual equipment, the Carrier's, Sub-Contractor's and RUSH's Liability shall not be greater than £3,000 per Consignment.

Exclusions

(6) The Carrier, its Sub-Contractors, and RUSH shall not in any circumstances have any Liability in respect of a Consignment, whether such Consignment has been delivered or not, where:

(a) there has been fraud on the part of the Customer, Consignee, or the employees or agents of any, in respect of that Consignment; or

(b) where there has been criminal activity on the part of the Customer, Consignee, or the employees or agents of any, in respect of that Consignment.

For the avoidance of doubt, the Carrier enters into these Conditions with the Customer and the Customer's remedies are solely against the Carrier. The Customer shall not have any claim against any other party in respect of a breach of these Conditions but the Carrier shall be liable for any and all claims from Customers in relation to any Consignment.



## 11.1 Data Retention & Erasure Policy

RUSH Couriers recognises and understands that the efficient management of its data and records is necessary to support its core business functions, to comply with its legal, statutory and regulatory obligations, to ensure the protection of personal information and enable the effective management of the organisation.

The Company only ever retains records and information for legitimate or legal business reasons and always comply fully with the UK data protection laws, guidance and best practice.

### Our Data Retention Policy and processes comply fully with the GDPR's fifth Article 5 principle: -

*Personal data shall be kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes in accordance with Article 89(1) subject to implementation of the appropriate technical and organisational measures required by this Regulation in order to safeguard the rights and freedoms of the data subject ('storage limitation').*

We utilise 5 main classification types: -

- 1. Unclassified** - information not of value and/or retained for a limited period where classification is not required or necessary
- 2. Public** - information that is freely obtained from the public and as such, is not classified as being personal or confidential
- 3. Internal** - information that is solely for internal use and does not process external information or permit external access
- 4. Personal** - information or a system that processes information that belongs to an individual and is classed as personal under the data protection laws
- 5. Confidential** - private information or systems that must be secured at the highest level and are afforded access restrictions and high user authentication

The classification is used to decide what access restriction needs to be applied and the level of protection afforded to the record or data. The classification along with the asset type, content and description are then used to assess the risk level associated with the information and mitigating action can then be applied.

### Erasure

In specific circumstances, data subjects' have the right to request that their personal data is erased, however the Company recognise that this is not an absolute 'right to be forgotten'. Data subjects only have a right to have personal data erased and to prevent processing if one of the below conditions applies: -

- Where the personal data is no longer necessary in relation to the purpose for which it was originally collected/processed
- When the individual withdraws consent
- When the individual objects to the processing and there is no overriding legitimate interest for continuing the processing
- The personal data was unlawfully processed
- The personal data must be erased in order to comply with a legal obligation
- The personal data is processed in relation to the offer of information society services to a child

Where one of the above conditions applies and the Company received a request to erase data, we first ensure that no other legal obligation or legitimate interest applies. If we are confident that the data subject has the right to have their data erased, this is carried out by the Data Protection Officer in conjunction with any department manager and the IT team to ensure that all data relating to that individual has been erased.

### SPECIAL CATEGORY DATA

In accordance with GDPR requirements and Schedule 1 Part 4 of The Data Protection Bill, organisations are required to have and maintain appropriate policy documents and safeguarding measures for the retention and erasure of special categories of personal data and criminal convictions etc.

Our methods and measures for destroying and erasing data are noted in this policy and apply to all forms of records and personal data, as noted on our retention register schedule.

## Data Retention & Erasure Policy

### RETENTION PERIODS

Section below of this policy contains our regulatory, statutory and business retention periods and the subsequent actions upon reaching said dates. Where no defined or legal period exists for a record, the default standard retention period is 6 years plus the current year (referred to as 6 years + 1)

RECORD	RETENTION PERIOD
<i>Information, data or record</i>	<i>Period for retaining record &amp; accompanying notes</i>
Accident books, accident records/reports	3 years from last entry
Accounting records	3 years for private companies 6 years for public limited companies
Income tax and NI returns Income tax records IR correspondence	At least 3 years after the end of the financial year to which they relate
Records of tests & examinations of control systems and protective equipment under COSHH	5 years from the date of the test
Statutory Maternity Pay records, calculations, certificates & related medical evidence	3 years after the end of the tax year in which the maternity period ends
Wage/salary records, overtime, bonus & expenses	6 years
National minimum wage records	3 years + current year after the end of the pay reference period
RECORD	RETENTION PERIOD
Application forms and interview notes ( <i>for unsuccessful candidates</i> )	1 year from date of interview
Personnel files and training records ( <i>including recruitment, disciplinary records and working time records</i> )	6 years after date employment ceases
Redundancy details, calculations of payments & refunds	6 years from the date of redundancy
Statutory Sick Pay records, calculations, certificates & self-certificates	6 years
Complaints, records, letters, responses & customer communications received by an FCA regulated firm	5 years for complaints relating to MiFID business or collective portfolio management services 3 years for all other complaints
Records documenting the firm's relationships and responsibilities to statutory and/or regulatory bodies and its legal responsibilities	Permanent
Business documents, policies, procedures, strategies etc	Superseded + 6 years ( <i>then reviewed for archive value purposes</i> )
Supplier, business relationship documents, contracts, SLA's, audits, reviews etc	End of relationship + 6 years
RECORD	RETENTION PERIOD
Reviews, analysis, compliance monitoring, quality assurance, operational performance etc	5 years +1
Marketing, promotion, press releases	2 years after last action
Memberships, certification and/or accreditation with professional associations	End of membership/accreditation + 1 year



## 12. Important Notice for customers who use the RUSH Credit card service.

These terms and conditions will apply when you access the RUSH Credit card service via the [www.rushcouriers.co.uk](http://www.rushcouriers.co.uk) website and any associated websites. Before proceeding to use the service, we ask that you read these terms and conditions carefully. You will also find that they contain some useful advice on how to use our on-line service.

If you find yourself unable to agree to these terms and conditions, then you must not use our service and we ask that you do not click on the "accept" button that appears at the end of the registration/login page. If however, you agree to them unconditionally, please confirm this by clicking on the check box shown on the main Registration page, and you will then be able to use our service to which these terms and conditions will apply.

### General information

For your convenience, we have listed below some general information about ourselves:

"We" are RUSH Courier services Ltd (RUSH) No 02619179. Anova House, Wickhurst Lane, Broadbridge Heath, West Sussex RH12 3LZ

"RUSH Credit card service" means any service purchased and supplied by RUSH

The "Agreement" means these Conditions (and the documents referred to in them) and the Registration/login Form. These Conditions, and any changes made to them, may be viewed and printed out at any time from our Website.

The "Internet" means the global data network comprising interconnected networks using IP (Internet Protocol).

The "Registration Data" means your name, geographic address, e-mail address, date of birth, and payment details. The "Registration Process" means the registration form for the RUSH Credit card Service completed online by you at [www.RUSHCOURIERS.co.uk](http://www.RUSHCOURIERS.co.uk).

The "Website" means a set of associated web pages accessible via the Internet.

"you", "your," or "yours" means the person we make this Agreement with.

"we," "us," or "our" means RUSH Courier services Ltd.

## 13. Commencement of this agreement

This Agreement starts on the day when we accept your registration/login details for the Service, following completion by you of the online Registration or login Process. We will notify you of our acceptance of your registration by e-mail. The terms set out in this Agreement will be deemed to apply on every occasion you choose to use our Service.

### 13. Provision of the service

13.1 We agree to provide you with the RUSH Credit card Service under the terms and conditions of this Agreement and in performing our obligations under this Agreement, we will exercise reasonable care and skill.

13.2 Provision of the RUSH Credit card Service is dependent upon completion of the Registration Process by you and in registering you are accepting provision of the RUSH Credit card Service immediately upon our acceptance of your Registration Data. Registration for the RUSH Credit card Service is free of charge. You represent and warrant that all information that you provide to us in connection with the RUSH Credit card Service, including but not limited to your Registration Data will be complete and accurate in all respects and you acknowledge that We are wholly reliant on the accuracy of the Registration Data you provide and will rely on it in the provision of the Service to you.

We reserve the right to decline your registration to use The Service, and withhold the reasons why the registration was declined.

Each RUSH Credit card User will be allocated a personalised account to use The Service known as their RUSH Credit card Account. To become a RUSH Credit card User, you must provide certain information to us. When you become a RUSH Credit card User you will have certain duties to RUSH Courier services Ltd, including those in relation to the security of your account, and the associated passwords.

In order to become a registered user, you must supply a valid credit or debit card, a valid bank account that accepts Direct Debit payments and you must provide certain information to us to enable us to validate your identity and verify that you are the owner of, or an authorised user of, such credit or debit card(s) and of the bank account(s). You will also have to provide us with details such as your postal address, a valid email address and details of the RUSH Accounts that you would like to register for your RUSH Credit card Account (your "Registration Data"). Each RUSH Credit card User may register such number of RUSH Accounts as may be determined by us. The information that you provide may be validated against information we already have on file that is associated with you, your credit or debit card, your bank account, the RUSH Account or information we receive from one or more third parties, or information maintained by a third party.

If you are unable to provide adequate information for us to validate your identity or the authority of the holder of the RUSH Account, we have the right to not allow you to register for The Service. You warrant that the information is correct and that you have the legal right to use all of the credit or debit cards and all of the bank accounts you register for the RUSH Credit card Service.

By signing up for the RUSH Credit card Service, you agree to (i) provide true, accurate, current and complete information about yourself as prompted by the online registration form, and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any Registration Data that is untrue, inaccurate, not current or incomplete, or if we have reasonable grounds to suspect that your Registration Data is untrue, inaccurate, not current or incomplete, we have the right to suspend, terminate, or refuse your current or future use of The Service. If the Direct Debit Instruction lodged with your nominated bank is rejected for whatever reason, we have the right to suspend, terminate, or refuse your current or future use of The Service.

13.3 You are responsible for providing a suitable computer with Internet access and web browser and any other items of hardware or communications equipment necessary to enable you to access and use The Service. In consideration of agreeing to your use of this website, you acknowledge that the ownership in any intellectual property rights (including, for the avoidance of doubt, copyright) in this website belongs to us. Accordingly, any part of this website (or its source HTML code) may not be used, transferred, copied or reproduced in whole or in part in any manner other than for the purposes of utilizing this website meaning that you may only display it on your computer screen and print it out on your printer for the sole purpose of viewing its content.

## **RUSH Credit card service continued.**

You may only use the trademarks featured in our website for the purpose of displaying this website on your computer screen or printing out this website on your printer in accordance with Condition 3.3 above.

You may not link this website to any other website. Furthermore, we do not make any warranties, representations or undertakings about the content of any other website which may be referred to or accessed by hypertext link with this website, and we do not endorse or approve the content of such third party websites.

You are responsible for ensuring the security of the computer or other computers you use to access The Service. We are not responsible for losses incurred by you including, without limitation, the use of your account by any person other than you, arising as the result of misuse of passwords. We are not responsible for losses incurred by you including, without limitation, the use of your account by any person other than you, arising as the result of inadequate provision of security on those computers used by you to access the service such that the passwords can be obtained without your consent.

13.4 We cannot guarantee that The Service will never be faulty but we will correct reported faults as soon as we reasonably can.

13.5 We reserve the right to temporarily suspend the RUSH Credit card Service for operational reasons, but before doing so will give you as much notice as we reasonably can. We will restore the RUSH Credit card Service as soon as possible after any suspension.

13.6 For operational reasons, we may have to alter codes, numbers, or technical specifications associated with the RUSH Credit card Service. For service-affecting changes, we will give you as much notice as we reasonably can

13.8 If you are not satisfied with any aspect of the RUSH Credit card Service you may contact us by calling 0207 323 2375.

13.9 You can use the RUSH Credit card Service to order any type of service supplied by RUSH for your registered RUSH Accounts as follows. The nominated RUSH Account will be updated to reflect the Service ordered by you shortly after you place your order. Payment is processed immediately and confirmed.

13.10 Accessing and Changing Your Information. You can review the personal information you provided to us and make any desired changes to such information, or to the settings for your RUSH Credit card Account, at any time by logging in to your account at [www.RUSHCOURIERS.co.uk](http://www.RUSHCOURIERS.co.uk) and changing your preferences in the Change Details section of the 'MY PROFILE' pages within RUSH website and associated websites . You can also close your account through the RUSH website in the change details section of the RUSH Credit card pages within My Profile. If you close your RUSH Credit card Account, we will mark your account on our database as "Closed," but will keep your account information in our database for a limited period of time . This is necessary in order to deter fraud, by ensuring that persons who try to commit fraud will not be able to avoid detection simply by closing their account and opening a new account. However, if you close your account, your personally identifiable information will not be used by us for any further purposes, nor sold or shared with unrelated third parties, except as necessary to prevent fraud and assist law enforcement, or as required by law.

## **14. Charges and payment**

14.1 We are responsible for collecting all payments for orders placed through the RUSH Credit card Service on behalf of RUSH. By placing your order, you authorise us to take the relevant payment by Credit card. This Credit card appears on your credit card statement as "RUSH Courier services Ltd" for services applied to a RUSH service.

If during the delivery or operation of the service supplied by RUSH, we may need to charge extra to your card, these extras can be for errors in booking, waiting time, Over/under weight, incorrect quantity, incorrect description of sizes and goods, Incorrect address, Mobile/Phone expenses in sorting out the problem caused by errors, as such, you authorise us to take the relevant payment by the credit or debit card you nominate during registration for The Service.

## **15. Use of your information**

15.1 When you first provide us with details of your credit and / or debit cards they will immediately be authenticated on line by the card issuers, using our secure facilities. Each time the details of your credit and / or debit cards are changed, they may be immediately authenticated on line by the card issuer.

Payment details you provide during the registration procedure will be encrypted and stored on a secure server.

15.4 A person who is not a party to this Agreement has no right under the Agreements (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

15.5 You must not knowingly order a RUSH Service when there are insufficient funds in your bank account or insufficient credit on your credit or debit card to allow RUSH to collect payment successfully on behalf of RUSH.

## **RUSH Credit card service continued.**

### **16. Misuse**

16.1 Neither you nor anyone else authorised by you may use the RUSH Credit card Service:

- (a) fraudulently or in connection with a criminal offence;
- (b) in an unlawful manner, in contravention of any applicable legislation or licence;
- (c) in a way that does not comply with any instructions that we have given to you;
- (d) or attempt to use The Service for tampering, hacking, modifying or otherwise corrupting the security or functionality of the RUSH Credit card Service, and you must make sure that this does not happen.

You agree not to post or transfer to our website (nor include in any message) any material which is obscene, misleading, inaccurate, defamatory, illegal, in breach of any copyright or other intellectual property right, or damaging to data, software or the performance of our or any other parties' computer system. You agree to indemnify us in respect of any liabilities, losses, expenses, or other costs whatsoever incurred as a result of a breach of your obligation under this condition, including, but not limited to, any claims made against us by any third party.

### **17. Matters beyond our reasonable control**

If we cannot do what we have promised in this Agreement because of something beyond our reasonable control such as failure of electronic or mechanical equipment or communication lines, telephone or other interconnection problems, computer viruses, 'hacking', unauthorised access, theft, operator error, earthquakes, lightning, flood, or exceptionally severe weather, fire or explosion, civil disorder, war, or military operations, national or local emergency, anything done by government or other competent authority or industrial disputes of any kind (including those involving our employees), or information lost due to malfunction or loss of any electronic systems, we will not be liable for this. If any such events continue for more than 7 days, you can terminate this Agreement provided that you give us notice. If the events continue for more than 3 months, we can terminate this Agreement by giving you notice. In either event, no administration charge will be raised.

### **18. Our liability**

18.1 We have no liability for any loss that is not reasonably foreseeable, nor any loss of business revenue, profit, or savings you expected to make, wasted expenditure or data being lost or harmed. Neither we nor our subcontractors shall be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to damages for loss of profits, goodwill, use data or other intangible losses, even if we have been advised of the possibility of such damages.

18.2 We are not liable under this Agreement whether in contract, tort (including liability for negligence) or otherwise for the acts or omissions of other providers of telecommunication services or for faults in or failures of their networks and equipment.

18.3 The Internet is separate from the RUSH Credit card Service and use of the Internet is at your own risk and is subject to any applicable laws. We have no responsibility for any goods, services, availability, information, software, or other materials obtained by you when using the Internet.

18.4 Each provision of this paragraph 18 operates separately in itself and survives independently of the others.

### **19. Reimbursement**

19.1 You must reimburse us in respect of any sums we are obliged to pay because:

- (a) the RUSH Credit card Service is misused in any of the ways described in paragraph 16;
- (b) any claims or legal proceedings are brought or threatened against us by another person in respect of defamation, breach of copyright or other intellectual property right infringement which are attributable to your use of The Service; or
- (c) if you use the RUSH Credit card Service for business purposes, any claims or legal proceedings are brought or threatened against us by another person because The Service is faulty or cannot be used by them.

### **20. Assignment**

Neither we nor you may transfer or try to transfer this Agreement or any part of it to anyone else, except that we may transfer our rights and obligations to another company.