

# commercial drivers personnel

by CDP

As a user of our services and this website you acknowledge that you are bound to our Terms & Conditions below.

## Definitions

Listed below the following terms that will be found in these terms of carriage:

Commercial Drivers: The trading name of Commercial Drivers Personnel Ltd.

Consignments: A parcel or a group of parcels sent to a single address.

Consignee/Receiver/Recipient: The person who is receiving the consignment.

Shipping Labels: The documentation placed on the parcel.

Third Party Courier/courier: The order placed through Commercial Drivers with a Third Party Courier utilising the account that Commercial Drivers has with such Third Party Courier.

Commercial Drivers Working Day for Parcels only: Monday to Thursday from 8.30am to 5.30pm.

Friday from 8.30am to 4.30pm. Excluding Public and Bank Holidays.

## ***Obligation to our customers***

Commercial Drivers will arrange collection and delivery of your consignment(s) via the Third Party Courier. Local Collections may be conducted using Commercial Drivers vans.

Commercial Drivers sometimes does not come in to direct contact with the consignment(s), but arranges the shipment through a Third Party Courier.

The courier has the right to refuse a consignment for a given reason, such as insufficient packaging, the consignment being too large, or the consignment(s) having been misdescribed. Such refusal will constitute a similar accrual by Commercial Drivers. In addition, Commercial Drivers has the right to refuse any order/user from our system.

All queries or claims must be directed through Commercial Drivers who will then contact the relevant courier on your behalf. If the courier is contacted directly, Commercial Drivers may not be able to assist you with your query at a later date.

Commercial Drivers can only arrange delivery to a full street address. We cannot arrange delivery to a PO Box or BFPO address unless Royal Mail is chosen. If a consignment is collected, but then returned for this reason, no refund will be given.

Payment is either taken by our automated system at the end of your order or by agreed credit terms.

Tracking is available online through our website. Hard copy Proof Of Delivery (POD) will be charged at £3.00 per item.

### Prohibited items and items with limited liability

Please check our [prohibited items list](#). If any one of the following items in this list is collected by a driver you are then liable to be surcharged and your parcel returned. No refund of postage will be made and compensation claims will be void.

Please note that Commercial Drivers' booking systems are automated by computer software, therefore Commercial Drivers staff are unable to monitor what is being shipped. It is the customer's responsibility to either read the Terms & Conditions and check the [prohibited items list](#) or enquire directly with Commercial Drivers Customer Services to check that a parcel is acceptable.

## ***Collection and delivery***

our website quote and book system takes all booking data as per the customer's instructions. Collections can be booked up to one week in advance.

No courier service is guaranteed.

If your collection fails you must contact Commercial Drivers and request an alternative collection day, which will be booked as soon as possible or at another convenient time. We do not automatically rebook consignments that have suffered a failed collection. It is your responsibility to contact us if your parcel is not collected.

Collections and deliveries are made on working days only (Monday-Friday), unless you specifically book our Saturday delivery service. No courier collects on a Saturday. Delivery days and times are confirmed for each service in the Service Information in our rate cards and carrier information. Bank Holidays in both the UK and national holidays abroad are not working days.

Please ensure you are in on the collection day that you request. A surcharge of up to 100% of the original charge may be applied if you are out when the collection is attempted.

All delivery times shown on our site are estimates and no guarantees are made. Consignments may be delayed for reasons that are out of the control of both Commercial Drivers and the particular courier.

Refunds for late deliveries will only be made for the following time definite services: By 9.00am, By 10.00am, By 12.00 noon. In this case the difference between the price paid and the price of the slower service provided

will be credited upon request. Please note that all time definite services start once the consignment is collected. No refund or discount will be given for failed collections.

Couriers will attempt to deliver the consignment to the address requested. If at this address there is a reception or other suitable central point then the courier will usually deliver the parcel there. For example, if a parcel is being sent to a place of work then the reception would be a likely place for the consignment to be delivered to. In the event of the recipient not being available then the courier may leave the consignment with a neighbour or other location that they deem suitable.

Where the customer is arranging a collection from a remote address (known as a Third Party Collection / Three Way Collection / Freight Forward Collection), it is the customer's responsibility to ensure there is somebody at the remote collection addresses to hand the goods over to the courier. The customer may incur a surcharge of up to 100% of the original shipping charge if an attempted, but failed collection is made from a third party address. Online tracking will not work until the package has been collected, so it is the customer's responsibility to keep in touch with the person at the collection address to check the parcel has been collected.

For certain destinations couriers do not provide a door-to-door service. In this situation the recipient may need to collect the consignment themselves. If in doubt please contact Commercial Drivers before sending your consignment and we will advise whether you can expect this issue to arise.

Failure to provide an accurate delivery contact telephone number may delay the delivery of the consignment or may result in the consignment being returned at the expense of the sender.

## ***Customs clearance***

you are paying for the postage charges of your consignment(s) only. Commercial Drivers has no control over any Customs queries or charges that may arise. These are applied directly by the authorities in the destination country. It is your responsibility to check whether there are taxes, duties or other Customs charges for your consignment and to arrange for their payment. You can do this by speaking to the Consulate of the destination country. Commercial Drivers can offer advice if asked, but we are not a point of authority.

Disputes regarding Customs charges must be raised with the issuing authority. Commercial Drivers has no direct link to or association with in-country Customs authorities and has no authority to challenge their decisions.

Commercial Drivers will pass on to the sender all Customs taxes, duties or other charges. The sender is responsible for paying these charges. Charges vary between countries and many will impose a charge for destroying the parcel if taxes are not paid. The sender is also liable for this charge.

In the event of a parcel being returned to the sender from outside the UK for any reason then the charge will be the appropriate import rate for the consignment. This is likely to be higher than the price paid to export the goods.

For consignments going outside the European Union a **Commercial Invoice** is required. Failure to provide this document or an incomplete or inaccurate document will result in the consignment being delayed and possibly returned at the sender's expense.

## ***Surcharges***

It is very important that you accurately declare the weight and dimensions of each parcel in your consignment. Every parcel is scanned and weighed by the appropriate courier. If you under-declare the weight or size then you will be surcharged. The surcharge amount varies depending on the courier and service selected: [View surcharge information by courier](#).

On some services there will be a surcharge if a redelivery is necessary.

Some areas will be subject to a Remote Area Location surcharge.

If the consignment has to be returned then the return charge is chargeable. This will be the best available price available on our website.

We may supply documentation to accompany your shipment, such as labels. You will be advised of this at the time of ordering and this must go with the shipment. If it does not, your shipment could be delayed and the courier may well charge you a higher premium direct.

Surcharges must be paid within 14 days of receipt of our invoice.

## ***Damage and loss***

Any item featured in our [prohibited items list](#) and [No Compensation list](#) will be exempt from any claim against delay, damage and loss. [Please check our prohibited items list](#) before arranging your shipment.

Your consignment(s) must be packed to a professional standard. Any claim resulting from a parcel that is not packaged to a professional standard will be rejected. All items must be packed in a double walled box with further padding surrounding the item. Please see our recommended guidelines.

In the event of damage all packaging must be kept for inspection. The item must be available for inspection in the state in which it was delivered and at the address it was delivered to. If the item is moved or repaired, or if the packaging is not kept, the claim will be rejected.

Any item travelling through a courier service must be able to withstand a short drop and fragile items should not be shipped by courier. Any claim for a consignment item that is damaged as a result of a fall, but with the packaging intact, will therefore be declined. Please see our packaging guidelines and information about how your parcels are handled in transit.

If the outside packaging remains intact then the goods are not damaged in transit and, therefore, any subsequent claim for damage to the goods inside will be invalidated. In this instance, the internal packaging used by the person who packed the goods was not sufficient to protect the product.

The recipient must sign 'UNCHECKED' for all parcels that he/she is unable to check when the courier delivers.

If the box or packaging is clearly damaged on delivery, it is of paramount importance that the recipient signs for it as 'DAMAGED', otherwise any claim for damage will be refused. It is the sender's responsibility to inform the recipient of these Terms & Conditions.

All claims must be brought to the attention of Commercial Drivers within 3 days of receipt. Please state your tracking number with a detailed description of the claim. Allow 3 working days for us to review all details of the claim before we contact you.

## ***Liability and claims***

Every consignment comes with a limited amount of transit cover. If this does not cover the full value of a consignment, extra cover is available at the time of booking.

Transit cover is automatically calculated online based on the total value of all parcels on a multi-parcel consignment.

In the event of a claim, a cost invoice will be needed to prove the value of the consignment(s) and photos must be supplied for all damage claims.

If the item is not sufficiently packed, the claim will be rejected. Please check our packaging guidelines before ordering.

If the item is not correctly labelled, the claim will be rejected. Check our packaging guidelines.

Please check our prohibited items list to see if you are able to make a claim. Any item featured in our [prohibited items](#) or No Compensation list will be exempt from our liability cover.

Any consignment that is subject to a surcharge for being too large or too heavy will not receive any transit cover - neither the free included amount or any extra cover you may have purchased.

The person placing the order is responsible for the information entered. Commercial Drivers will not be held responsible for wrong information or an incorrect description that is entered and no refunds will be given in this instance.

Liability is limited to the negligence of the courier. This is then limited to the customer who placed the order with Commercial Drivers.

Loss or damage under the following conditions will not be covered:

Act of God  
Consequences of war  
Insufficient packaging  
Incorrect labelling  
Prohibited contents  
Force majeure

Commercial Drivers will deal with the person who placed and/or booked the order only.  
Liability is limited to the cost of sending the item only and up to the insured value if a claim is raised.  
We will not be liable for any further claim for any loss of profit, administrative inconvenience, disappointment, or indirect or consequential loss or damage arising out of any problem in relation to the service you ordered.

### ***Complaints***

We aim to provide outstanding customer service. If you have any complaint about the service you have received from us, please email us with your tracking number.

Severability

If any part of these Terms & Conditions is found to be unenforceable as a matter of law, the enforceability of any other part of these Terms & Conditions will not be affected.

Governing law

These Terms & Conditions and any contract between us shall be governed by and interpreted in accordance with English Law and the English Courts shall have jurisdiction over any disputes between us.

Statutory rights

These terms and conditions are in addition to your statutory rights as a consumer, which remain unaffected.

Registered Company:  
Commercial Drivers Personnel Ltd  
T/a Commercial Drivers  
Reg No 05338920 England & Wales  
VAT No 855254513  
Office Address (trading address):  
Commercial Drivers Personnel Ltd  
14 Hillside Business Park  
Bury St Edmunds  
IP32 7EA