Terms and Conditions

These terms and conditions govern your use of our website (www.couriermarket.ng) your access to, and undertaking and use of our services, your relationship with Courier Market Limited, the rights, obligations and responsibilities of all parties to this Agreement. Your attention is drawn to Clauses 7, 8 and 10 which set out our liability to you for loss of or damage to goods.

If any legislation, to include regulations and directives, is compulsorily applicable to any business undertaken, these conditions shall, as regards such business, be read as subject to such legislation, and nothing in these conditions shall be construed as a surrender by the Company of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation, and if any part of these conditions be repugnant to such legislation to any extent, such part shall as regards such business be overridden to that extent and no further.

You can access your order details and these terms and conditions at any time online from our website but we recommend that you store a copy of these terms on your computer or device for your reference offline.

If you agree to these terms and conditions, you should tick the 'I agree to the terms and conditions' box adjacent to the link to these terms and conditions and you will then be able to proceed with an order with us to which these terms and conditions will apply.

If you do not agree to our terms and conditions, then you must not continue with the purchase of our services.

We do not insure the Goods, nor can we arrange insurance of the goods. Insurance of your goods will be your sole responsibility and we cannot give any advice concerning insurance.

You expressly warrant with us that you are either the owner or the authorised agent of the owner of any goods or property which is the subject matter of this contract and by entering into this contract you accept these conditions of contract and on behalf of any other persons for whom you are acting. If you have any questions about these terms and conditions, please contact our customer support team using the following link: https://www.couriermarket.ng/contactus/.

You have entered into a contract with Courier Market Ltd and must therefore raise all questions or concerns with Courier Market Ltd via https://www.couriermarket.ng/contactus/. Under no circumstances should You make contact directly with our appointed Carrier.

1. Definitions

1.1.Courier Market Ltd, a company registered under the laws of the Republic of Nigeria (hereinafter referred to as 'We' which expression shall include unless the context otherwise requires its servants, agents and sub-contractors) is not a common carrier and will accept no liability as such. All articles carried or transported and other services performed by us are subject to these conditions and we reserve the right to refuse the carriage or transport of

articles or any class of articles for any particular individual, firm, or company or agent thereof (hereinafter referred to as 'you') at our absolute discretion.

Other Definitions:
"The Carrier" shall refer to any carrier we may use from time to time.
"The Consignee" shall refer to the delivery recipient at the delivery address.
The term "Goods" shall refer to the consignment as defined below.
"Consignment" is defined as the entire contents of a box, parcel, package, carton, or similar container and any other object or thing that is moved, handled, or stored by us.

2. Scope of Service

2.1.We provide transportation services which are carried out by independent carriers.
2.2.A transportation as economical and fast as possible is achieved by standardised operations. The parcels are transported as consolidated shipments and sorted and transported within the depots and reloading points with automatic conveyers.
2.3.The parcels are scanned regularly when received at the outbound depot, when running through a reloading point, when received at the inbound depot, at the transfer to the delivery driver as well as upon delivery to the consignee.
2.4.The pickup of parcels will be acknowledged on the documents of receipt provided by the Carrier.
2.5.The delivery of parcels which arrive until 5pm local time at the outbound depot is carried out on working days except Saturdays within Nigeria within 24 hours of the estimated time of delivery to the door of The Consignee.
2.6.Compliance with the estimated time of collection or delivery is not guaranteed and the company shall not be liable for late deliveries unless there is valid evidence of a period of 5 working days from the date the goods were scheduled to be delivered on.
2.7.You will be responsible to ensure that the correct Goods are available to be collected by the Carrier from the collection address on the scheduled collection date. You should ensure that you or a trusted representative are physically present at the time of collection. The company shall not be liable for late collections, including those from Post Offices, courier depots or store locations unless there is valid evidence of a period of 5 working days from the date of goods were scheduled to be collected or dropped off on.
2.8.The Carrier shall carry out a maximum of two delivery attempts.
2.9.You agree that after a first unsuccessful delivery attempt, the delivery may be carried out against the signature of a neighbour or of a person present at the business or household
2.10.As proof of delivery the printout of the digitally available signature of The Consignee or, where applicable, the delivery note list signed by The Consignee is sufficient.
2.11.All prices to be paid for the Service and any additional charges to be applied in connection with the Service shall be inclusive of VAT.
2.12.Unless agreed by us in writing, "working days" do not include Saturdays, Sundays or Public Holidays.
2.13You hereby authorise us to arrange with a carrier for the carriage of any goods subject to this contract. Any such arrangement shall be deemed to be ratified by you upon agreement of these terms and conditions / placement of an order with us.
2.14If you instruct us to use a particular method of carriage whether by road, rail, sea or air we will give priority to the method designated but if that method cannot conveniently be

adopted by us you shall be deemed to authorise us to carry or have the goods carried by another method or methods.
2.15You shall be deemed to authorise any deviation from the usual route or manner of carriage of goods which may in our absolute discretion be deemed reasonable or necessary in the circumstances.
2.16Freight will be considered earned as soon as the goods are loaded and dispatched.
2.17It is agreed that the person delivering any goods to us for carriage or forwarding is authorised to sign this consignment note for you.
2.18Notwithstanding any condition herein limiting or excluding our liability, where the contract involves the transportation of goods otherwise than for the purpose of a business, trade, profession or occupation carried on or engaged in by the person for whom the goods are transported, the contract shall be subject to the warranty or warranties implied by the Sale Of Goods Act 1893 under Nigerian Law and in particular the warranty by ourselves that such transportation will be rendered with due care and skill.

3. Carrying Your Goods – PLEASE READ CAREFULLY

We accept the goods subject to the following conditions:

3.1The goods comply with the requirements of any applicable law relating to the nature, condition and packaging of goods and any expenses and charges incurred by us in complying with the provisions of any such law or with any order or requirement there under or with the requirement of any authority or other party shall be paid by you.
3.2If any goods are subject to the control of the customs all duty, excise duty and costs which become liable to pay are paid by you.
3.3The description of the goods provided is correct and accurate and should also include but not be limited to the weight, a full and accurate name and address of the receiver including the postcode, a mobile telephone number, email address and a day time landline telephone number. If you fail to provide all such necessary data, then the carrier shall be entitled to refuse to carry the consignment and then we will charge you accordingly for the cost of returning the consignment to the collection address. An administration charge of five thousand naira including VAT for the arrangement of the return carriage will also apply.
3.4For the purpose of clause 3.3 above, the unit of measurement for the weight shall be in kilograms to the nearest decimal place.
3.5The goods do not contain explosive, inflammable or otherwise dangerous or damaging goods other than as are specifically disclosed as such thereon.
3.6The parcel will only be delivered to the delivery address specified when the order was placed.
3.7If the carrier concludes that there is a problem with the consignment which prevents the fulfilment of the service, you will be notified accordingly. If the problem is caused as a result of your breach of our terms and conditions, then you will pay the cost of carriage for the safe return of the consignment to the original collection address. If the consignment is not safe to return, 72 hours will be given from the date and time you are notified of the problem to collect the consignment from the carriers depot. If you do not collect the consignment within this time frame, the consignment may be disposed.
3.8The company disclaims all liability for and consequential loss arising from, or in connection with, the services supplied by the Company and it's agents. For the purpose of this Agreement, “Consequential loss” shall include, but not be limited to (i) Pure economic

loss (ii) Loss of profits (iii) Losses incurred by any third party (iv) Loss of revenue (v) Loss of goodwill and reputation (vi) Loss of opportunity (vii) Loss of work.
3.9You are not permitted, under any circumstance, to resell the services or the rates that Courier Market Ltd offer.

Packaging Your Goods

3.10 It is your responsibility to ensure that sufficient packaging is used for each consignment. We cannot accept any liability for the packaging advice provided and you remain responsible for ensuring all packaging is adequate for transportation.
3.11 The packaging must ensure that access to the parcels content is not possible without leaving a clear trace on the outside of the parcel.
3.12 In the event that the parcel cannot be re taped, the packaging will be replaced and an additional charge of five thousand nairaincluding VAT will apply.
3.13 Should you not accept these charges, the order will be cancelled. The parcel will be held for a maximum of 21 days.
Lien
3.14.We shall have a general lien on the goods, any documents relating to the goods and on any other of your goods in our possession for all charges and other amounts payable by you to us and for that purpose we may sell all or any of your goods in our possession without notice to you and apply the proceeds in or towards the discharge of the lien together with all charges and expenses of detention or retention the costs of sale without liability to any person whatsoever and without prejudice to our rights to otherwise recover the charges and other amounts payable to us in respect of the carriage of the goods. We will render the surplus from the sale to the party entitled to the money if any.

4. International Shipments and Sanctions

4.1.For International shipments, it is your responsibility to submit all papers required for the customs clearance.
4.2.In the event that the intended recipient of the Consignment refuses to pay any customs duty imposed by the relevant authority, the Sender shall be required to pay the customs duty before the Consignment shall be released and delivered. SHOULD THE SENDER REFUSE TO PAY THE CUSTOMS DUTY, THE CONSIGNMENT WILL BE DISPOSED OF.
4.3.It is your responsibility to ensure that your parcel is not prohibited under applicable sanctions law, for example because of its contents, its recipient or the country to or from which the consignment is to be sent.
4.4.We will not accept any liability if you do not obtain the correct licence required under sanctions law.
4.5.If you attempt to send a parcel which does not comply with sanctions law, we may deal with the parcel as we see fit, without incurring any liability to you or the recipient. We will be entitled to charge you the cost of disposal and all other reasonable costs incurred in dealing with the goods.
5. Same Day Service
5.1.Same Day Service will consist of a collection and delivery from and to the address designated by you.
5.2.For the purpose of collection, the Carrier shall collect your consignment from the designated address within an estimated and not guaranteed time frame of twenty four hours of you successfully processing an order on our web site: www.couriermarket.ng

5.3.For the purpose of delivery, the Carrier shall collect your consignment from the designated address within the same day as the successful collection of your consignment.
5.4.Should the Carrier be delayed at the collection address due to the consignment not being available at the time the Carrier arrives, a waiting charge calculated at five hundred naira per hour shall apply to you.
5.5.Any Toll charges encountered by the Carrier while transporting your Consignment will be payable by you.
5.6.The Collection and Delivery recipient must be present at the designated address in order to successfully receive the Consignment from the Carrier. Should the recipient not be available at the time the Carrier arrives, you will not be applicable for a refund due to the nature and cost of this type of service.
5.7.You must take full care and responsibility when selecting the appropriate vehicle to transport your consignment.
5.8.If, for any reason the Consignment is returned by the Carrier to the sender a 50% handling charge will be applicable to you. You hereby authorise us to arrange with a carrier for the carriage of any goods subject to this contract. Any such arrangement shall be deemed to be ratified by you upon agreement of these terms and conditions / placement of an order with us.

6. How to Cancel Our Service

6.1.You may cancel this Agreement at any time and receive a full refund providing cancellation is made no later than 5.30pm one working day prior to the scheduled collection date. Cancellations made after this time will be subject to a minimum cancellation charge of one thousand naira including VAT as a result.
6.2.You can cancel this agreement by sending us a message using the "Help" section of the website - https://www.couriermarket.ng/contactus/
6.3.Under no circumstances should you make contact directly with The Carrier. You have entered into a contract with Courier Market Ltd and must therefore raise all questions or concerns with Courier Market Ltd via https://www.couriermarket.ng/contactus/

7. Determination of amount of our Liability for Loss or Damage – PLEASE READ CAREFULLY

7.1 Enhanced Liability
7.1.1If you provide us with a declaration of the value of your goods and pay the applicable additional charge, the amount of our liability to you in the event of loss or damage to those goods will be determined in accordance with Clauses 7.1.2, 7.1.3, 7.1.4 and 8 below, subject to a maximum liability of fifty thousand naira for any one consignment. In any case the amount of our liability to you will be no greater than the value declared by you or thirty thousand naira, whichever is the lesser.
7.1.2.In the event of loss or damage to your goods, our liability to you is to be assessed as a sum equivalent to the cost of their repair or replacement, taking into account the age and condition of the goods immediately prior to their loss or damage, and subject to the maximum liability of thirty thousand naira referred to in clause 7.1.1
7.1.3.Where the lost or damaged item is part of a pair or set, our liability to you, where it is assessed as the cost of replacement of that item, is to be assessed as a sum equivalent to the cost of that item in isolation, not the cost of that item as part of a pair or set.
7.1.4.For the shipment of personal effects we will accept no liability for any items unless we are provided with a full inventory of the shipment and values for individual goods therein and in any event will only accept liability of up to five thousand naira for individual pieces of clothing unless provided with this full inventory.

7.2 Limited Liability

7.2.1If you do not provide us with a declaration of value, or if you do not require Enhanced Liability pursuant to Clause 7.1, our liability to you is to be determined in accordance with Clauses 7.2.2, 7.1.3 and 8.

7.2.2In the event of loss of or damage to your goods caused by negligence or breach of contract on our part our liability to you is to be assessed as the sum equivalent to the cost of their repair or replacement, taking into account their age and condition immediately prior to their loss or damage, subject to a maximum liability of ten thousand naira per consignment.

7.3Our liability in respect of any other loss whatsoever (including delay) 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 us, you declare a special interest in delivery in the event of physical loss, mis-delivery or damage or of an agreed time limit being exceeded and agree to pay a surcharge calculated on the amount of that interest, and

b)

at least 7 days prior to the commencement of transit you have delivered to us confirmation in writing of the special interest, agreed time limit and amount of the interest.

Liability for goods destined to or received from a place outside Nigeria

7.4We do not accept liability for the loss or damage of goods confiscated, seized, removed or damaged by Customs Authorities or other Government Agencies unless we have been negligent or in breach of contract.

7.5If the carrying vessel/conveyance, should for reasons beyond the carriers control, fail to deliver the goods, or route them to a place other than the original destination, you have limited recourse against the carrier, and may be liable for General Average contribution (e.g. the costs incurred to preserve the vessel/conveyance and cargo) and salvage charges, or the additional cost of onward transmission to the place, port or airport of destination. These are insurable risks and it is your responsibility to arrange adequate marine/transit insurance cover.

8. Exclusions Of Liability – PLEASE READ CAREFULLY

Other than as a result of our negligence or breach of contract we will not be liable for any loss of, damage to, or failure to produce the following goods:

8.1Any goods as listed/detailed on the Restricted Items List which are submitted by you, without our knowledge. (Certain carriers we operate with will have their own item restrictions. Links to these carrier specific restrictions will be provided during the booking process and all customers will be required to acknowledge that these have been read and understood.)

8.2Glass, china, porcelain, pots, vases, ceramics, objects constructed of precious metals and/or stones, loose precious stones (including industrial diamonds), legal drugs and pharmaceutical products; medical samples (includes bodily fluids and tissue samples), human remains or ashes, un-wrapped furniture, freestanding furniture, un-packaged and/or damaged goods

8.3Liquids, gases, pyrotechnics, or corrosive, toxic, flammable, oxidising or radioactive materials.

8.4LCD screens, Plasma screens, CRT screens, LED screens, micro processors, and electronic components
8.5Guns (including but not limited to toy guns or replica guns, weapons, toy weapons or replica weapons), arms and ammunitions or explosives.
8.6Bonds, Bullion, Coins, Deeds, Manuscripts, Money, Pre-paid phone cards, Stamps of all kinds, Vouchers or other electronically held data records.
8.7Plants or goods likely to encourage vermin or other pests or to cause infestation or contamination.
8.8Perishable items and/or those requiring a controlled environment.
8.10Any livestock, animals, insects, larvae, pupae, birds or fish.
Other than as a result of our negligence or breach of contract we will not be liable for any loss of, damage to, or failure to produce the goods if caused by any of the following circumstances:

8.11By war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, terrorism, rebellion and/or military coup, Act of God, industrial action or other such events outside our reasonable control.
8.12Loss or damage arising from ionizing radiations or radioactive contamination.
8.13Loss or Damage arising from Chemical, Biological, Bio chemical, Electromagnetic Weapons and Cyber Attack.
8.14Indirect or consequential loss (which includes but is not limited to loss of profits, losses incurred by any third party, loss of revenue, loss of goodwill and reputation, loss of opportunity and loss of work) of any kind or description.
8.15By normal wear and tear, natural or gradual deterioration, leakage or evaporation from perishable or unstable goods.
8.16By vermin, moth, insects and similar infestation, damp, mould, mildew or rust.
8.17By change to atmospheric or climatic conditions.
8.18For electrical or mechanical derangement to any appliance, instrument, clock, computer or other equipment unless there is evidence of related external damage.
8.19For any goods which have a pre-existing defect or are inherently defective.
8.20Insufficiency or unsuitability or packing or preparation of the goods to withstand the ordinary incidents of transit.
8.21The Company shall not be liable to compensate the Customer for any damage incurred to the packaging of the Customers Goods. The Company shall only compensate the Customer for loss or damage to the Goods themselves in accordance with these terms and conditions.
Limitation of our liability
8.22No employee of ours shall be separately liable to you for any loss, damage, mis-delivery, errors or omissions under the terms of this agreement.
8.23Our liability will cease upon completion of delivery and if you, your agent or recipient of the goods collects the goods you or they must notify us of any loss or damage at the time the goods are handed to you, your agent or the recipient and in no event beyond 5 calendar days of the goods being handed to you, your agent or the recipient.
(a) the supplying of the service again or
(b) the payment of the cost of having the services supplied again
8.25In respect of any clause herein which excludes or in any way limits our liability in respect of this carriage of goods, we in addition to acting for ourselves, are acting as agent

and trustee for each of its servants and also any other person or company with whom we may arrange for the cartage of the goods and the servants of such person or company so that its servants and such person or company and his or its servants are parties to this contract so far as the said clause or clauses containing exclusions or limitations of liability are concerned and if and in so far as may be necessary to give effect to this clause we shall hold the benefit of these conditions for our servants and for any such person or company and his or its servants.

9. Additional Charges

9.1In circumstances where the addressee of the goods elects to be in attendance to receive the goods and is not in attendance at the address given during normal business hours when delivery is attempted an additional charge may be made at ruling rates for each delivery until delivery is accomplished. If the addressee elects not to be in attendance when the goods are delivered then the goods may be left without receipt at the nominated address.

9.2Every special instruction to the effect that charges shall be paid by any person other than you shall be deemed to include a stipulation that if such other person does not pay the said charges within 7 days of the date set for payment, within 7 days of the delivery or intended delivery of the goods, you shall pay the said charges.

9.3Additional charges may be applied should the courier concerned record the weight and or dimensions of the parcel(s) greater than those declared at the time of booking. Additional charges may also be applied should the nominal/volumetric weight of the parcel(s) exceed the maximum allowed for the service selected.

10. Making A Claim – PLEASE READ CAREFULLY

10.1All claims relating to alleged damage during transit must be made within (5) working days from the date of delivery. We must then receive full details of the actual claim within (10) working days from the date of delivery.

All claims relating to a non delivery and therefore a total loss during transit must be made within (10) working days from the expected date of delivery. We must then receive full details of the actual claim within (15) working days from the expected date of delivery.

10.2The time limit for notifying us of your claim may be extended upon receipt of your written request if you can prove to us that you or the person receiving the goods did not have a reasonable opportunity to inspect the goods within the time periods stated. Consent to such a request will not be unreasonably withheld.

10.3The notice of your claim along with the claim itself must be in writing and submitted using the 'Help' section listed on the web site. https://www.couriermarket.ng/contactus/.

10.4As part of our claims procedure, our claims team will contact the delivery recipient to verify the claim. In the event that the delivery recipient fails to respond within 28 days of the date of the message sent by our claims team, we may reject the claim at its sole discretion.

10.5We reserve the right to retain any item that is the subject matter of a claim for damage for further inspection. Should we award compensation under this agreement for the damage, we may retain ownership of this item for consideration of the claim transaction.

10.6We may dismiss any claim which does not adhere to the above criteria.

10.7We shall be discharged of all liability unless suit is brought in the proper forum and written notice thereof received by ourselves within nine months after delivery of goods or the date when the goods should have been delivered. In the event that the said time period shall be found contrary to any Convention or law compulsorily applicable the period prescribed by such convention or law shall then apply but in that circumstance only.

10.8In the event that, whether pursuant to any liability imposed on us or otherwise, we make any payments to you in respect of loss or damage to or delay in delivery of goods (including consequential loss), you hereby assign us all rights which you may have under any policy of insurance to recover such loss and you hereby irrevocably appoint us as your Attorney with full power in your name to claim, demand, sue for, recover any such amount and you shall execute all such documents and provide all such information as may be necessary to enable us to obtain full benefit of this clause.

11. No Variation

11.1We shall not be bound by any agreement purporting to vary these conditions unless such agreement shall be in writing and signed by us our on our behalf by an officer of ours.

12. Governing Law

This Agreement shall be construed in accordance with the laws of Federal Republic Of Nigeria shall have exclusive jurisdiction in relation to any matters arising out of this Agreement.