TERMS & CONDITIONS OF CARRIAGE

All goods are carried under and subject to the Easy Coach Ltd conditions of carriage and this consignment note constitute a contract between the sender/consignor and the company. The terms shall supersede any previous contract, warranty or representation made or given relating to the services provided. The conditions of carriage are displayed in all Easy Coach Ltd offices, copies of which can be obtained on application at our offices.

DEFINITIONS:
"Consignment" shall mean any goods or other items received by the company or intended to be received by reason of this contract.
"Consignment note" this is the receipt or document containing particulars of the consignment /sender and receiver which forms the contract.
"Consignor" herein means the sender of the consignment, the person who contracts the company (ECL) to deliver their goods.
"Consignee" herein means the receiver of the consignment ferried by the company (ECL)
"Carrier" herein refers to EASY COACH LTD (ECL)

CONDITIONS:

1) Easy coach Ltd (herein called the company) shall not be responsible for loss, damage, destruction, deviation, mis-delivery or detention either due to fire, accident, natural disaster, leakage, breakage of or to a consignment or any part thereof no matter how much loss, damage, destruction, deviation mis-delivery was caused by or through or due to negligence of the company, its servants or agents or otherwise.
2) The company does not undertake or agree to carry consignment or any part thereof any goods delivered for carriage by any special or stipulated route.
3) Without prejudice to the foregoing the company shall not be responsible for any loss of a component or goods or any part thereof resulting from theft or stealing by servants, agents or employees or third parties and a statement in writing by the manager or senior employee of the company to the effect that in his opinion such loss occurred through theft of the article by any of the above named persons shall be conclusive of such theft.
4) The company will not accept any good(s) that in its opinion may not be safe or goods that are forbidden by law such as Oil, Inflammable liquid or gas cylinders empty or full, dangerous and ferocious explosive chemicals (agricultural produce, game trophies and any goods that may require consignment permits) In the event such goods are faked or concealed the consignor will be held responsible for any loss, damage or court action that may arise due to it.
5) No action against the company in respect of any claim arising out of carriage of goods shall be maintained unless written notice is given to the company and submitted within 15 days of the arising of the claim from the date that the goods were received for carriage by the company.
6) The company may refuse to hand over the consignment in doubt about the identity. Consignee /receiver will be required to produce sufficient identity and any acceptable authority where necessary.
7) The company may in the unfettered discretion in respect of any consignment or part thereof or any goods delivered to it for carriage make such contract or

contracts as it shall think fit or terms not less onerous to consignor that the present contract ,the company shall be deemed to be duly authorized agents of the consignor.

8) In any event the amount payable in respect to any claim for loss or damage shall not exceed Ksh 5000/- or any sum equivalent to one hundred times the amount paid or payable to the company in respect of carriage charges thereof whichever is less.
9) On non-collection of the consignment within 14 days storage charges will be made necessary while perishable goods will be destroyed if not collected within 48 hours and no claim will be accepted for goods, vegetables and other such goods that are perishable.
10) Parcels are to be collected and delivered for conveyance during normal working hours and the company takes no responsibility to inform the consignee the arrival of goods and such services are undertaken voluntarily. That all aspects being constant goods should be in their destination overnight or within 48hours.
11) In the event that the consignor signing the consignment note without any remarks as inconveniences of the consignment, it will be regarded as evidence of the correctness of the consignment and any further claim will not be accepted by the company. If any parcel is found
Damaged or pilfered at the time of collection by the consignee, the consignee is required to express to the company before signing the consignment note and removing from the premises of the company any subsequent claim not made at the time of collection will not be honoured. The register provided at the receiving office forms part of the consignment note and appending your signature proves acceptance of the terms and conditions of carriage.
12) The company will not accept any responsibility for breakage of any goods. Goods are accepted entirely at owners risk and the company thereof in the interest of the sender and the consignee is advising customers to Insure all goods whose value exceeds Ksh 500/-.
13) We do not accept or transport cash as a consignment.