

This document (together with the documents referred to in it) sets out the terms and conditions on which we supply any of the services (“Services”) listed on and/or ordered through our website [www.rapidparcel.com](http://www.rapidparcel.com) (our “Website”) to you, namely the collection, storing and transportation of goods, documents, and envelopes (“Packages” and references to Packages shall be deemed to also include a reference to the contents of, and any part of, any Package) as specified by you when ordering the Services. Please read these terms and conditions carefully before ordering any Services from our Website. You should understand that by ordering any of our Services, you agree to be bound by these terms and conditions. You should print a copy of these terms and conditions for future reference. Please click on the button marked “I Accept” at the end of these terms and conditions if you accept them. Please understand that if you refuse to accept these terms and conditions, you will not be able to order any Services from our Website.

## **1. INFORMATION ABOUT US**

- 1.1 Rapid Parcel is operated by Excess Baggage (Airports) Limited trading as Rapid Parcel (and the terms “we”, “us”, and “our” shall be construed accordingly). We are registered in England and Wales under company number 4767735 and have our registered office at Unit 2, Provident Industrial Estate, Pump Lane, Hayes, Middx, UB3 3NE
- 1.2 You can contact us by telephoning our customer service team at 020 8897 5324 or by writing to us at [customersupport@rapidparcel.com](mailto:customersupport@rapidparcel.com) or Unit 2, Provident Industrial Estate, Pump Lane, Hayes, Middx, UB3 3NE.
- 1.3 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 1.4 When we use the words “writing” or “written” in these terms and conditions, this includes emails.

## **2. THESE TERMS AND CONDITIONS**

Please read these terms and conditions carefully before you submit your order to us. These terms and conditions tell you who we are, how we will provide the Services to you, how you and we may change or end the Contract (defined below), what to do if there is a problem and other important information. If you think that there is a mistake in these terms and conditions or that they require any changes, please contact us to discuss.

## **3. INFORMATION ABOUT OUR CARRIER**

- 3.1 All Services are sub-contracted by us to the provider selected by you on ordering the Services (the “Carrier”). We do not normally handle Packages. We will arrange for provision of the Services by the Carrier.
- 3.2 The Carrier may engage sub-contractors to perform the Services and each of us, the Carrier and the Carrier’s servants, agents and sub-contractors shall have the benefit of these terms and conditions. References to the Carrier shall be deemed to include all of such persons.
- 3.3 You agree that we may disclose your information to the Carrier, and the Carrier may in turn disclose your information to its servants, agents and sub-contractors, for the purposes of the provision of the Services, management analysis and monitoring, the purchase and supply of customer materials, administration of customer accounts and the advertising of services and products provided by us or the Carrier.
- 3.4 The Carrier is not a common carrier and may in its absolute discretion refuse to provide the Services to you.

## **4. YOUR STATUS**

- 4.1 By placing an order through our Website, you warrant that:
  - 4.1.1 you are legally capable of entering into binding contracts;
  - 4.1.2 you are at least 18 years old; and
  - 4.1.3 you are resident in one of the countries listed at [www.rapidparcel.com/servicedcountries.php](http://www.rapidparcel.com/servicedcountries.php). We will not accept your order if you are outside those countries and we reserve the right to cancel your order if you attempt to place an order from one of those countries.
- 4.2 We and/or the Carrier may conduct searches with credit reference agencies in respect of your credit-worthiness

and (if applicable) your shareholders and directors. We and the Carrier may retain a record of such searches.

## **5. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US**

- 5.1 After placing an order for the Services in respect of a Package through our Website, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes your offer to us to buy the Services specified in the order. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an email that confirms that the Service offer has been accepted (the "Confirmation"). The contract between us for the provision of the Services in respect of a particular Package ("Contract") will only be formed when we send you the Confirmation in respect of the Package concerned.
- 5.2 The Contract will relate only to providing the Services in respect of the Package confirmed in the Confirmation. We will not be obliged to supply any other Services in respect of any other Package which may have been part of your order until the provision of such Services has been confirmed in a separate Confirmation.
- 5.3 The Services shall be limited to the collection, transportation, customs clearance (where applicable and in accordance with Clause 11) and delivery of the Package referred to in the Confirmation.

## **6. THE PACKAGE**

- 6.1 Packages must not weigh more than 70 kilograms (or 150 lbs) or exceed 270 centimetres (or 108 inches) in length or a total of 330 centimetres (or 130 inches) in length and girth combined.
- 6.2 The value of any Package may not exceed the local currency equivalent of GBP 5,000.
- 6.3 You shall for all purposes be treated as sole beneficial owner of the Package. You agree that if any other person shall in respect of any Package make any claim against us or the Carrier arising out of the Contract (whether arising out of any negligence, breach of duty or other wrongful act or omission by us, the Carrier or otherwise) outside or beyond our liability to you, then you shall indemnify each of us and the Carrier against such claim (and all costs incurred by us or the Carrier in relation thereto). Neither we nor the Carrier shall be under any liability to you in respect of any such claim.

## **7. LOADING AND UNLOADING**

- 7.1 Neither we nor the Carrier shall be under any obligation to provide any plant, power or labour which may be required for loading or unloading of the Package.
- 7.2 Any Package (or part thereof) requiring special appliances for loading onto and/or unloading from the Carrier's vehicle is accepted for the Services only on condition that such appliances are available and manned by you or the addressee at the relevant collection and/or delivery points. Where such special appliances are not available as aforesaid and if the Carrier agrees to load or unload such Package neither we nor the Carrier shall, in respect of either Limited Liability or Standard Liability, be under any liability whatsoever to you or such addressee for any damage, however caused whether or not by the negligence of the Carrier, in the course or as a result of loading or unloading such Package with or without such special appliances, and you shall hold harmless and keep us and the Carrier indemnified against any claim or demand arising out of such loading or unloading (whether made by you or any other person).
- 7.3 Collections and deliveries which take more than fifteen minutes from arrival at collection/delivery address by the Carrier may be subject to a surcharge.

## **8. DELIVERY**

- 8.1 We will make every reasonable effort to deliver your Package by the delivery time and/or date set out in the Confirmation, but (unless the Confirmation states that the Services guarantee delivery of the Package at a particular time) this is an estimate and is not guaranteed, and does not form part of the Contract. Neither we nor the Carrier will be liable for any damages or loss caused by delays.
- 8.2 Weekend days, public holidays and bank holidays, together with delays caused by customs or Force Majeure Events (as defined in Clause 20) are not included when we quote door to door delivery times.

- 8.3 You acknowledge that your Package will be consolidated with those of other shippers for transport and neither we nor the Carrier will necessarily monitor the movement of individual Packages at all points prior to delivery.
- 8.4 The route and method by which your Package is transported shall be at the Carrier's sole discretion.
- 8.5 The Carrier will make one attempt to deliver a Package. The Carrier may deliver a Package to the addressee shown on the Consignment Note or to any other person appearing to have authority to accept delivery of the Package on the addressee's behalf (such as persons at the same premises as the addressee or neighbours of the addressee). The Package will not necessarily be delivered to the addressee personally. The Carrier may use an electronic device to obtain proof of delivery and you agree that you will not object to the Carrier relying on a printed copy of this as evidence of delivery merely on the grounds that the information concerned is obtained and stored in electronic form.
- 8.6 Subject to Clause 8.8 below, if the Carrier cannot obtain a receipt at the address of the addressee it shall be entitled to attempt to deliver and obtain an appropriate receipt at an address close to the address of the addressee and, if successful, the Carrier will leave at the address of the addressee details of the address at which delivery has been effected. If the Package has not been delivered, the Carrier shall be entitled to return it to the Carrier's premises, after leaving at the address of the addressee a request for the addressee to contact the Carrier to make alternative delivery arrangements. If:
- 8.6.1 no such contact is made within a reasonable time; or
  - 8.6.2 the addressee refuses to accept delivery;
  - 8.6.3 it transpires that the Package was incorrectly addressed; or
  - 8.6.4 if we do not receive your instructions within 30 days after the Carrier's second attempt (if a second attempt is made) to deliver the Package,
  - 8.6.5 then you agree that:
    - 8.6.5.1 the Carrier may attempt to return the package to you at your cost; or
    - 8.6.5.2 we or the Carrier may destroy or sell the Package without any further liability to you.
- 8.7 You agree to pay us any costs we or the Carrier incur in storing, forwarding, disposing of, selling or returning the Package and the Carrier's charges (if any) for making a second or further delivery attempt, returning the Package to you and/or for the agreed appropriate next action.
- 8.8 If the Carrier is unable to deliver a Package because of an incorrect address the Carrier will make all reasonable efforts to find the correct address. We will notify you of the correction and the Carrier will deliver or attempt to deliver the Package to the correct address.
- 8.9 Save where Convention Rules (as defined in Clause 19.2) or other mandatory national laws require otherwise, neither we or the Carrier accepts any responsibility in any circumstances for the suspension of carriage, redirected delivery (whether to a different address from that stated on the Consignment Note or in the Confirmation) or the return of a Package to you and, in the event that the Carrier should attempt but fail to do so, neither we or the Carrier shall have any liability for any losses occasioned thereby.
- 8.10 Please note that some Carriers will not deliver to post office box numbers and we therefore reserve the right to refuse any order for such Services. Where deliveries to post office box numbers are accepted, they will only be accepted if the telephone number of the addressee is also provided and you agree that in the event that the Carrier is unable to deliver the Package at the first attempt then the Carrier may post the Package to the addressee and proof of posting is sufficient proof of delivery.
- 8.11 We are not required to provide you with proof of delivery of any Package.

## **9. PROHIBITED AND RESTRICTED ITEMS AND RIGHTS OF INSPECTION**

- 9.1 The Services will not be provided (and any Services ordered may be cancelled without notice to you), and you agree not to order Services, in respect of the carriage or storage of any prohibited items as listed on our Website at [www.rapidparcel.com/prohibiteditems](http://www.rapidparcel.com/prohibiteditems) ("Prohibited Items"). If you are in any doubt as to whether an item is a Prohibited Item, you must check with us before ordering the Services. Neither we nor the Carrier will be responsible for any Prohibited Items.
- 9.2 If you do send a Prohibited Item, we or the relevant Carrier may deal with the Package concerned as we/they

see fit (which shall include without limitation the release, destruction, disposal or sale of the Package without incurring any liability whatsoever to you or anyone else) and you shall be charged for all costs and expenses arising therefrom, and you will indemnify us and the relevant Carrier against all claims, losses, damage or injury suffered by us, the Carrier or any of their respective employees, subcontractors or agents by virtue of you having sent the Prohibited Item concerned.

- 9.3 Neither we nor the Carrier shall be responsible for any loss or damage to any items deemed unsuitable for shipment by the Services (as listed on our Website at [www.rapidparcel.com/prohibiteditems](http://www.rapidparcel.com/prohibiteditems) ("Restricted Items")). You may send Restricted Items by using the Services but you do so entirely at your own risk (and neither we or the relevant Carrier will be liable for any loss or damage to any Restricted Item) as no special handling is provided for Packages containing Restricted Items. We or the Carrier may each in our absolute discretion refuse to carry Packages containing Restricted Items.
- 9.4 Shipment of any Prohibited Item or any Restricted Item may be subject to surcharges, delays or confiscation by authorities, non collection, non delivery or return. If a Prohibited Item or Restricted Item is accepted by us or the Carrier and then later returned, we reserve the right for us to deny refund of carriage and apply charges for the return of the Package and for us or the Carrier to release, dispose of or sell the Package without incurring any liability whatsoever to you or anyone else. You will be responsible for any additional costs incurred in respect of the Package concerned.
- 9.5 You agree that we, the Carrier or any governmental, border or customs authority may open and inspect your Package at any time.
- 9.6 Packages may be subject to security screening which could include the use of x-ray equipment.

## **10. DOCUMENTATION**

A consignment note ("Consignment Note") must be completed in respect of every Package. You must give a full description of the Package on the Consignment Note and you are responsible for ensuring that the Consignment Note sets out adequate contact details for you and the addressee of the Package and that they are so packed, marked and labelled, properly described and classified and are accompanied by such documentation as may (in each case) be necessary to make them suitable for transportation and to comply with the requirements of customs and applicable law.

## **11. CUSTOMS CLEARANCE**

- 11.1 You hereby appoint us and the Carrier as your agent solely for the purpose of clearing and entering the Package through customs and you hereby certify that we and the Carrier are the consignee for the purposes of designating a customs broker to perform customs clearances and entries. If any customs authority requires additional documentation for the purpose of confirming the import/export declaration or our customs clearance status it is your responsibility to provide the required documentation at your expense.
- 11.2 You certify that all statements and information you provide relating to the Package and the exportation and importation of the Package will be true and correct. You acknowledge that in the event that you make untrue or fraudulent statements about the Package you risk a civil claim and/or criminal prosecution the penalties for which include forfeiture and sale of your Package. To the extent that we or the Carrier may voluntarily assist you in completing the required customs and other formalities such assistance will be rendered at your sole risk. You agree to indemnify us and the Carrier, and to hold each of us harmless, from any claims that may be brought against us or the Carrier arising from the information you provide to us or the Carrier and any costs we or the Carrier incur regarding this.
- 11.3 In the case of Packages whose points of despatch and destination are both within the same customs area, the Carrier will only perform customs clearance if instructed to do so. You also agree that the Carrier may be considered as being the receiver of the Package for the sole purpose of appointing a customs broker to carry out any customs clearance, to the extent permitted by law.
- 11.4 We and/or the Carrier may refuse to accept Packages where a customs declaration is required but has not been made by you.

11.5 The payment of any charges arising out of obtaining customs clearance (“Customs Charges”) in respect of a Package, whether incurred by the Carrier on your behalf, charged directly to you by the relevant customs authority or otherwise, shall be your responsibility. We and the Carrier reserve the right to delay delivery of any Package until such time as any Customs Charges are paid by you and, should we or the Carrier choose to exercise that right, we shall have no liability to you in respect of such a delay.

## **12. REFUSAL AND SUSPENSION OF CARRIAGE**

If it comes to the attention of either us or the Carrier that any Package does not meet any of the restrictions or conditions set out in these terms and conditions, we or the Carrier may refuse to transport the Package (or any shipment of which it is a part) and, if carriage is in progress, we or the Carrier may suspend carriage and hold the Package to your order.

## **13. PROCEEDS OF SALE**

The proceeds of any sale of a Package pursuant to any provision of these terms and conditions shall first be applied to any charges, costs or expenses and other amounts (including interest) outstanding in respect of the Package or otherwise due from you to us or the Carrier. Any balance shall be held to your order, but may be applied against amounts subsequently incurred by you to us or the relevant Carrier.

## **14. YOUR OBLIGATIONS**

14.1 You warrant, represent and guarantee to us that:

- 14.1.1 the Package has been properly described on the Consignment Note;
- 14.1.2 the Package has been correctly labelled and the label or labels have been securely fixed by you in a prominent position on the outer surface of the Package that can be clearly seen by the Carrier;
- 14.1.3 the addressee’s full address including the postcode as set out in the Confirmation in respect of the Package has been entered on the Consignment Note in respect of the Package and the consignment note has been signed by your authorised representative;
- 14.1.4 the addressee’s full address including the postcode has been accurately and legibly completed on an address label securely fixed by you to a prominent position on an outer surface of the Package that can be clearly seen and the address is identical to that shown on the Consignment Note in respect of the Package;
- 14.1.5 the Package has been packed safely and carefully by you to protect against the ordinary risks of transport including any associated sorting process;
- 14.1.6 the Package has been prepared for carriage in secure premises by you or reliable staff employed by you and the Package has been safeguarded against unauthorised interference during preparation, storage and transportation prior to collection by the Carrier;
- 14.1.7 you have declared the correct weight of the Package and you will provide any special equipment the Carrier may need to load or unload the Package on or off its vehicles at the point of collection and/or delivery of the Package;
- 14.1.8 you have securely fixed a heavy weight label in a prominent position on an outer surface of the Package that can clearly be seen by the Carrier for any item weighing 25 kilos or more;
- 14.1.9 the Package is not a Prohibited Item;
- 14.1.10 you have fully complied with the provisions of these terms and conditions in relation to the Package;
- 14.1.11 all applicable customs, import, export and other laws and regulations have been complied with;
- 14.1.12 these terms and conditions constitute binding and enforceable obligations on you and the addressee;
- 14.1.13 the value of any Package does not exceed GBP 5,000.

14.2 You acknowledge that we are relying on the above warranties, representations and guarantees in entering in to the Contract and you agree to indemnify us and the Carrier on demand and hold each of us harmless from any liabilities suffered or any costs, damages or expenses (including legal costs on a full indemnity basis) incurred either to you or to anyone else arising out of you being in breach of any of these warranties, representations



and guarantees even if a Package is accepted for carriage which contravenes any of your obligations.

- 14.3 If you chose to take advantage of our Standard Liability pursuant to Clause 18 it will be your sole responsibility to declare to us, in writing, the value of the Package. If it is subsequently established that the value of the Package is greater than the actual value you declare, you agree that our liability under Clause 18 will be reduced to reflect the proportion that your declared value bears to its actual value.

## **15. YOUR RIGHT TO CANCEL THE CONTRACT**

- 15.1 This clause 15 will only apply if you are ordering Services as a consumer.
- 15.2 For most products and services bought online you have a legal right to cancel the Contract within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms and conditions.
- 15.3 You have 14 days to cancel the Contract after the day we email you the Confirmation. However, once we have completed the Services you cannot cancel the Contract, even if the period is still running.

## **16. HOW TO CANCEL THE CONTRACT**

- 16.1 To cancel the Contract with us in accordance with clause 15 (if you are ordering Services as a consumer), please let us know by doing one of the following:
- 16.1.1 Call customer services on 020 8897 5324 or email us at [customersupport@rapidparcel.com](mailto:customersupport@rapidparcel.com). Please provide your name, home address, details of the order and, where available, your phone number and email address.
  - 16.1.2 Complete the form on our Website.
  - 16.1.3 Print off the form and post it to us at the address on the form. Or simply write to us at that address, including the information required in the form.
- 16.2 If you are exercising your right to cancel the Contract, we may deduct from any refund an amount for the supply of the Service for the period for which it was supplied, ending with the time when you told us you had cancelled the Contract. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the Contract.
- 16.3 We will make any refunds due to you as soon as possible. If you are exercising your right to cancel the Contract then your refund will be made within 14 days of your telling us you have cancelled the Contract.

## **17. IF THERE IS A PROBLEM WITH THE SERVICE**

- 17.1 If you have any questions or complaints about the Service, please contact us. You can telephone our customer service team at 020 8897 5324 or write to us at [customersupport@rapidparcel.com](mailto:customersupport@rapidparcel.com) or Unit 2, Provident Industrial Estate, Pump Lane, Hayes, Middx, UB3 3NE.
- 17.2 We are under a legal duty to supply Services that are in conformity with this Contract. See the box below for a summary of your key legal rights in relation to the Services if you are a consumer. Nothing in these terms will affect your legal rights.

## Summary of your key legal rights

This is a summary of your key legal rights if you are a consumer. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

The Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- if you haven't agreed a price upfront, what you're asked to pay must be reasonable.
- if you haven't agreed a time upfront, it must be carried out within a reasonable time.

## 18. STANDARD LIABILITY

- 18.1 If you provide us with a declaration of the value of your Package on the valuation form we provide, and make payment of our additional charges for us to accept Standard Liability, then subject to Clauses 14.3, 18.2, 18.3 and 20, the amount of our liability to you in the event of loss or damage to that Package in breach of these terms and conditions will be determined in accordance with Clause 18.2.
- 18.2 In the event of loss of or damage to your Package, then subject to Clauses 14.3 and 20, our liability to you is to be assessed as a sum equivalent to the cost of the repair or replacement of the Package whichever is the lesser sum, taking into account the age, condition and value of the Package as declared by you, immediately prior to its loss or damage.
- 18.3 For the avoidance of doubt Standard Liability shipment protection is not available in respect of Prohibited Items or Restricted Items, notwithstanding your compliance with Clause 18.1.

## 19. LIMITED LIABILITY

- 19.1 If you do not purchase Standard Liability and comply with Clause 18.1, then our liability to you is to be determined in accordance with this Clause 19.
- 19.2 We are entering in to the Contract with you on the basis that the limit our liability for any loss, damage or delay of your Package is as follows and subject to the exclusions set out in Clause 20 below:
- 19.2.1 Where the Warsaw Convention as amended by the Hague Protocol (1955) and/or Montreal Protocol No. 4 (1975), or the Montreal Convention (1999) or the convention on the contract for the International Carriage of Goods by Road 1956 or any national laws implementing or adopting these conventions apply (the "Convention Rules") or where (and to the extent that) other mandatory national law applies, our (including the Carrier's liability (if any)) is governed by and will be limited according to the applicable Convention Rules.
- 19.2.2 Except where Convention Rules or other mandatory national laws dictate otherwise, we will only be liable for our failure or the failure of the Carrier to act with reasonable care and skill in relation to the provision of the Services and our aggregate liability shall be exclusively governed by these terms and conditions and (save in the case of personal injury or death caused by our negligence) limited to proven damages not exceeding the lesser of:
- 19.2.2.1 GBP 50 per Package; or
- 19.2.2.2 8.33 Special Drawing Rights ("SDRs") per kilo of the Package affected; or
- 19.2.2.3 the actual cost incurred by you to acquire or repair the Package,
- 19.2.2.4 provided that:
- 19.2.2.5 in the case of delay where you can show to us you have suffered loss our liability is limited to refunding to you the charge you paid us for carriage in respect of that Package or the part

which was delayed; and

19.2.2.6 we shall be entitled to require proof of the value and weight of the whole of the Package and any part or parts thereof prior to dealing with any claim; and

19.2.2.7 our liability to you shall not exceed the Carrier's liability to us in respect of the Package. An SDR is a unit of account adopted by the International Monetary Fund and its current value is regularly published in major financial newspapers. As at the date of publication of these terms 8.33 SDRs was equal to approximately GBP 8.24.

19.3 In the event of loss of or damage to part of a Package, the proportion of the sum ascertained in Clause 19.2.2 above which the actual value of that part of the Package lost or damaged bears to the actual value of the whole of the Package.

19.4 If you regard these limits as insufficient you must make appropriate insurance arrangements. We are able to offer additional shipment protection (Standard Liability) pursuant to Clause 18 above.

## **20. EXCLUSIONS**

20.1 To the fullest extent permitted by applicable law and in respect of both Standard Liability and Limited Liability:

20.1.1 if you are not ordering Services as a consumer, we will not be liable for any loss of income or revenue, loss of profits or contracts, loss of markets, loss of reputation, loss of customers, loss of use, loss of data, loss of an opportunity or an anticipated saving, waste of management or office time or for any indirect, incidental, special or consequential damages or loss howsoever arising (whether in contract, tort or otherwise and whether or not foreseeable) including but not limited to the loss, damage, delay, misdelivery or non-delivery of your Package even if we had knowledge that such damages or loss might arise;

20.1.2 if you are ordering Services as a consumer, if we fail to comply with these terms and conditions, unless excluded elsewhere in these terms and conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process;

20.1.3 where the lost or damaged Package is part of a pair or set, our liability to you, where it is assessed as the cost of replacement of that Package, is to be assessed as a sum equivalent to the cost of that Package in isolation, not the cost of that Package as part of a pair or set.

20.2 We are not liable in respect of Standard Liability (unless stated otherwise in this Clause 20.2 or Limited Liability if your Package is lost, damaged, delayed or mis-delivered or not delivered or if we do not fulfil any obligations towards you at all as a result of:

20.2.1 circumstances beyond our control (each a "Force Majeure Event") such as (but not limited to):

20.2.1.1 (liability is included under Standard Liability) acts of god including earthquakes, cyclones, storms, flooding, fire, disease, fog, snow or frost;

20.2.1.2 (liability is included under Standard Liability subject to 20.2.1.4 below) force majeure including (but not limited to) war, invasion, hostilities (whether or not war is declared), piracy, accidents, acts of public or foreign enemies, strikes, industrial action, embargoes, perils of the air, riot, terrorism, rebellion and/or military coup, local disputes, civil war or civil commotions;

20.2.1.3 national or local disruptions in air or ground transportation networks and mechanical problems to modes of transport or machinery;

20.2.1.4 latent, pre-existing or inherent defects or inherent vice or characteristics in the Package;

20.2.1.5 criminal acts of third parties such as theft and arson;

20.2.1.6 you being in breach of (or any other party claiming an interest in the Package causing you to breach) your obligations under these terms and conditions and in particular those warranties, representations and guarantees set out in Clause 14;

20.2.1.7 your acts or omissions or the acts or omissions of a third party;



- 20.2.1.8 an act or omission of any customs, airline, airport or government official; or
- 20.2.1.9 chemical, biological, bio-chemical, electromagnetic weapons and cyber attack.
- 20.2.2 electrical or magnetic damage to, or erasure of, electronic or photographic images, data or recordings;
- 20.2.3 the Package consisting of any article that is a Prohibited Item or a Restricted Item even though we or the Carrier may have accepted the Package.
- 20.3 Our performance under the Contract is deemed to be suspended for the period that a Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event, but if the Force Majeure Event continues for 7 days or more we may terminate the Contract without liability to you.
- 20.4 We shall not be liable for any damage to or loss of any packaging.
- 20.5 If you (or any person from whom you derive your right to claim) has caused or contributed to any loss, damage or delay to a Package, any liability we may incur in respect thereof (limited as set out in these terms and conditions) may be reduced or extinguished in accordance with the law applicable to such contributory negligence.
- 20.6 Claims are limited to one claim per Package, settlement of which will be full and final settlement for all loss or damage in connection therewith.
- 20.7 Our liability will cease upon delivery of the Package in accordance with Clause 8.

## 21. PRICE AND PAYMENT

- 21.1 Unless and to the extent that your payment has been processed during your ordering of the Services through our Website, you agree to pay our charges for the provision of the Services in respect of your Package as stated at the time of your ordering the Services through our Website, in addition to any "Additional Charges" which are:
  - 21.1.1 any administration fee we may charge you or which the Carrier may charge us or you for providing the Services described in Clause 11;
  - 21.1.2 any applicable taxes, value added tax and Customs Charges, taxes, penalties, storage charges or other expenses we incur as a result of the actions of customs or other governmental authorities or your failure and/or the addressee's failure to provide proper documentation and/or to obtain the required licence or permit;
  - 21.1.3 any additional charges levied by the Carrier in relation to the Package or the provision of the Services, for example, due to provision of Services on or over public or bank holidays, increased fuel charges and the like; and
  - 21.1.4 any additional charges for which you are responsible under these terms and conditions in connection with the provision of the Services.
- 21.2 You must pay our charges and all other amounts due to us (including, but not limited to, any Additional Charges) immediately in cleared funds within 5 days of the date of our invoice in respect thereof. A late payment fee and interest (whether before or after judgment) will be levied where payment in respect of any invoice is not received within this period as follows:
  - 21.2.1 up to GBP40 as a late payment fee PLUS
  - 21.2.2 interest from the invoice date at the rate of 6% above the European Central Bank base rate, or if stated the rate stated on our invoice.
- 21.3 Unless proved otherwise, an invoice shall be considered for this purpose to have been received three business days following the date of invoice.
- 21.4 You agree to pay our reasonable and proper costs of collection of amounts due from you but not paid within 5 days after the invoice date.
- 21.5 Invoices must be paid in the currency stated in the invoice.
- 21.6 Our charges (other than the Additional Charges unless specifically stated) are based on the actual weight of your Package or the volumetric weight of your Package, whichever is the greater. We or the Carrier may check

the weight and/or volume of your Package and if a discrepancy is found between your declared weight and/or volume you agree that the weight and/or volume so determined may be used for the purpose of our calculation of our charges. As a matter of course all import duties, value added taxes on goods and all other charges levied on the Package in the destination country shall be payable by you and payment shall be sought by us via the method of payment utilised by you in order the Services and you agree to pay us these amounts in full on demand.

21.7 The charges for the provision of the Services in respect of your Package as stated at the time of your ordering the Services include provision for simple customs clearance formalities and we reserve the right to charge an extra administration fee where time-consuming excessive customs clearance work is needed to enable us to deliver your Package to the addressee. Further charges (which shall also be “Additional Charges”) may be applied in some countries for complex customs clearance activities and these include but are not limited to Packages that require:

21.7.1 formal customs entries involving more than three different commodities;

21.7.2 customs bonds or the need to deliver goods under a customs bond;

21.7.3 temporary import facilities; and/or

21.7.4 clearances involving a government department other than the customs authority.

21.8 We or the Carrier may in some countries make advance payments of import duty, taxes or penalties or have to post bond on behalf of the addressee and where this additional service is provided a local administration fee will be charged to the addressee and you will be liable to pay this charge (which shall also be “Additional Charges”) to us on demand and we shall be entitled to seek payment from you as aforesaid if he or she does not pay us.

21.9 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Confirmation.

21.10 In the event that we become aware that a Package exceeds the maximum permissible value under these terms and conditions, then, in addition to the otherwise applicable rates and charges and any other remedies under these terms and conditions, an additional carriage charge equivalent to 5% of the value of the Package in excess of that maximum permissible value is applicable (which shall also be an “Additional Charge”).

21.11 Upon our first request you will provide a proper guarantee for any of the duties, taxes, penalties, storage charges or any other expenses set out in this Clause in such form and from such person as we shall reasonably require.

## **22. CLAIMS PROCEDURE – PRESCRIPTION**

If you wish to claim for a lost, damaged or delayed Package you must comply with any applicable convention or if none applies you must comply with the following procedure otherwise we reserve the right to reject your claim:

22.1 You must notify us about:

22.1.1 loss: as soon as such loss is discovered (or with reasonable diligence ought to have been discovered) and in any event within the earlier of 5 days of the date the Package should have been delivered or within 21 days of the Package being collected by the Carrier, whichever is the sooner;

22.1.2 damage: as soon as such damage is discovered (or with reasonable diligence ought to have been discovered) and in any event within 5 days after delivery of the Package; or

22.1.3 delay within the earlier of (i) 7 days after delivery of the Package or (ii) within 7 days of the date the Package should have been delivered or (iii) within 21 days of the Package being placed at the disposal of the addressee.

22.2 If we send you a claim form you must return it within 14 days from the date of issue fully completed together with all relevant documentation in support of your claim. We are not obliged to act on any claim until our charges in respect of the Package in question (including any Additional Charges) have been paid nor are you entitled to deduct the amount of your claim from our charges.

22.3 We will assume the Package was delivered in good condition unless the addressee (or recipient pursuant to Clause 8) has noted any damage on the Carrier’s delivery record when he or she accepted the Package.

- 22.4 Your right to claim damages against us shall be extinguished unless an action is brought in a court of law within 6 months from the date of delivery of the Package or from the date on which the Package should have been delivered or from the date on which the carriage stopped.
- 22.5 You must give us and the Carrier the opportunity to examine the damage to and the packaging of the Package prior to repair.
- 22.6 The Package shall not be deemed to be lost until at least 30 days has elapsed since the date you notified us of the non-delivery. We may agree with you in writing to shorten this period.
- 22.7 We and the Carrier may destroy the original documentation relating to your Package after 6 months from the date of your ordering the Services in respect of that Package and you shall not hold this absence against us or the Carrier.

## **23. WRITTEN COMMUNICATIONS**

Applicable laws require that some of the information or communications we send to you should be in writing. When using our Website, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our Website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

## **24. NOTICES**

All notices given by you to us must be given to us by registered post at Unit 2, Provident Industrial Estate, Pump Lane, Hayes, Middx, UB3 3NE. We may give notice to you at either the e-mail or postal address you provide to us when placing an order. Our notice will be deemed received by you and properly served immediately, 24 hours after an e-mail is sent, or two days after the date of posting of any letter. In our proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

## **25. TRANSFER OF RIGHTS AND OBLIGATIONS**

- 25.1 The Contract between you and us is binding on you and us and on our respective successors and assigns.
- 25.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.
- 25.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract without notice to you.

## **26. LIEN**

We have a general lien on all your Packages in our possession at any one time that gives us the right to hold any Package until payment is received, sell any Package and retain the proceeds of sale in settlement of any amounts that you may owe us or the Carrier howsoever arising. Any unpaid balance will remain payable. In selling any Package we shall not be obliged to investigate the Package or attempt to obtain the best price possible for the Package, and the Package will be sent for general auction on this basis.

## **27. WAIVER**

- 27.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
- 27.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.
- 27.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with Clause 23 above.

## **28. SEVERABILITY**

If any of these terms and conditions or any provisions of the Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## **29. ENTIRE AGREEMENT**

- 29.1 Subject to Clause 29.4, these terms and conditions and any document or page on our Website expressly referred to in them, plus the Convention Rules represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.
- 29.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.
- 29.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.
- 29.4 No variation to the entire agreement shall be valid unless made in writing and signed by our authorised representative.

## **30. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS**

- 30.1 We have the right to revise and amend these terms and conditions and any document or page on our Website expressly referred to in them from time to time including, without limitation, to reflect changes in market conditions affecting our business, which may include, but shall not be limited to, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities, increased fuel costs and congestion charges and changes in the terms and conditions of any Carrier.
- 30.2 You will be subject to the policies and terms and conditions in force at the time that you order the relevant Services from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions).

## **31. YOUR INDEMNITY IN RESPECT OF EMPLOYEES**

If you are not ordering Services as a consumer, you agree to indemnify us against and keep us harmless from all costs, claims, liabilities and demands of any nature arising directly or indirectly from the redundancy selective re-employment or transfer of any employee or former employee of yours or of any supplier or former supplier to you or of any third party which may in any way arise from the commercial relationship between us and you including but not limited to any liability arising under the European Community Acquired Rights Directive (77/187/EEC, as amended by Directive 2001/23/EC) or national implementing legislation thereof or under any other applicable employment legislation.

## **32. LINKS ON OUR WEBSITE**

We may provide links on our Website to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking or warranty in relation to products or services you purchase from companies to whose website we have provided a link on our Website and any such undertakings and warranties are disclaimed by us absolutely. This disclaimer does not affect your statutory rights against the third party seller.

### 33. LAW AND JURISDICTION

Contracts for the purchase of Services through our Website and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.