



[parcelforce.com](http://parcelforce.com)

# Conditions of Carriage

For all our UK and international services from April 2014



# Definitions

The information in this document sets out Parcelforce Worldwide's General Conditions of Carriage ("Conditions of Carriage"). Please keep it in a safe place in case you need to refer to it in future.

If you have any questions about the Conditions of Carriage detailed over the following pages, please call a Sales Advisor on 08448 004466.\*

## Parcelforce Worldwide's General Conditions of Carriage

Parcelforce Worldwide agrees to provide the Customer with the Services (as available) as selected by the Customer in accordance with the following Conditions of Carriage.

### 1. Definitions

- 1.1 "Agreement" means the Trading Agreement, and these Conditions of Carriage (which also form part of the Guide) as amended from time to time, and the Annex(es) hereto if any.
- 1.2 "Collectable" means something which has appreciated in value either due to its scarcity or to it being no longer in production.
- 1.3 "Confidential Information" means all information designated as confidential by either party and all other information, in whatever form, relating to the business affairs, financial affairs, products, services, know-how, personnel and customers of either party.
- 1.4 "Consignment" means any one or more Parcel(s) or Pallet(s) sent at one time in one load to one address.
- 1.5 "Consignment Charges" means the basic charge for conveying and delivering a consignment, (which for the avoidance of doubt excludes any charges for enhanced compensation and any other charges).
- 1.6 "Customer" means the person or organisation (incorporated or unincorporated), identified as such in the Trading Agreement.
- 1.7 "Customer Contact Card" means a card left at the delivery address specified on despatch documentation or Parcel relating to a delivery, in the event that the delivery has been attempted to that specified address but no one is available to accept delivery.
- 1.8 "Despatch" means the time when the Customer hands a Consignment to a representative or agent of Parcelforce Worldwide for delivery under any of the Services.
- 1.9 "the Guide" means the information in the Customer Service Guide or referred to on the Website, which can be amended from time to time.
- 1.10 "International Deliveries (and Global Deliveries)" means any deliveries which are not deliveries to an address in the UK. Parcelforce Worldwide deliveries to the Channel Islands are classified as International Deliveries.
- 1.11 "Notification Service" means a service whereby Parcelforce Worldwide agrees to notify a Recipient by SMS or email of the Consignment delivery date and offers the Recipient the option to deliver to: a neighbour; a Post Office® branch; the Recipient on the Working Day after the delivery date, or the Recipient on the second Working Day after the delivery date.
- 1.12 "Pallet" means a pallet (including the items thereon) conveyed under pallets<sup>24</sup>, pallets<sup>48</sup>, global**bulk** or global**bulk**<sup>direct</sup>. A boxed Consignment of Parcels sent as one load will also constitute a Pallet for global**bulk** and global**bulk**<sup>direct</sup>.
- 1.13 "Parcel" means a package sent under any of the Services other than pallets<sup>24</sup>, pallets<sup>48</sup>, or global**bulk**.
- 1.14 "Parcelforce Worldwide" and "Parcelforce" means Royal Mail Group Ltd trading as either Parcelforce Worldwide or Parcelforce and its appointed sub-contractors.
- 1.15 "Pre-Advised Information" means that information described as such in Clause 8.2 relating to both Parcels and Consignments.
- 1.16 "Prohibited Goods" means those items which cannot be sent using the Services as identified in the Guide or on the Website both of which may be updated by us from time to time in accordance with these Conditions of Carriage and those items defined as dangerous or hazardous by regulatory bodies governing transport by road, rail, sea or air in any legislation, regulations or guidelines which are unlawful to be carried.
- 1.17 "Recipient" means the addressee as designated on a Consignment.
- 1.18 "Reseller" means a third party designated as such by Royal Mail Group Ltd from time to time.
- 1.19 "Restricted Goods" means those items which can be sent using the Services but subject to certain restrictions and/or requirements as identified in the Guide or on the Website both of which may be updated by us from time to time in accordance with these Conditions of Carriage.
- 1.20 "Royal Mail Group Ltd" means the company registered in England No. 4138203 and whose registered office is at 100 Victoria Embankment, London, EC4Y 0HQ.
- 1.21 "Services" means any services offered to the Customer by Parcelforce Worldwide. Details of these Services can be found in the Guide and are subject to any Specific Service Features set out in this Agreement and any re-specification under Clause 13.
- 1.22 "Surcharge Zone" means any area where a charge is levied by any local, regional or mayoral authority, (or similar authority) on vehicles, (or certain types of vehicles) that operate in, enter or leave that area.
- 1.23 "Term" has the meaning given to it in Clause 4.1.
- 1.24 "Trading Agreement" means the agreement between the Customer and Parcelforce Worldwide which sets out details of the charges, collections and payment terms..
- 1.25 "UK" means England, Scotland, Wales, Northern Ireland, the Isle of Man and the Isles of Scilly.
- 1.26 "Undeliverable" means that Parcelforce Worldwide has been unable to deliver a Consignment, or in its opinion considers that the circumstances are such that it should not attempt delivery(ies).
- 1.27 "Volume Profile" means the information provided by the Customer on the number of Parcels expected to be despatched by month and year by each Service they intend to use.
- 1.28 "Website" means Parcelforce Worldwide's website: parcelforce.com
- 1.29 "Working Days" Working Days" means any day other than a Saturday (save for a Saturday on which Parcelforce Worldwide has agreed to make a delivery), Sunday, Bank and Public Holiday, Good Friday, Christmas Day and Boxing Day or any other day on which the Parcelforce Worldwide network is closed. So far as International Deliveries are concerned, it also means any equivalent days in the country of destination or any intermediate country.

\*Calls cost 5p per minute from BT Unlimited Plan. Mobile and other providers' charges may vary.Calls may be recorded, monitored and used for training and compliance purposes.

# Consignments

## 2. Collection, delivery and non delivery

- 2.1 Parcelforce Worldwide shall provide the Services, (subject to availability) as specified in the Trading Agreement. The Customer acknowledges and agrees that if Parcelforce Worldwide is unable to make a collection through no fault of its own, it shall be entitled to charge the Customer in full, for the Services it was to have provided and also for any costs it may have incurred as a result of it not being able to make that collection.
- 2.2 Parcelforce Worldwide is not obliged to provide any plant or power at the point(s) of collection, (or delivery), or provide labour other than for the purpose of loading or unloading any Consignment to or from any Parcelforce Worldwide vehicle and Parcelforce Worldwide shall not be obliged to accept Consignments which require special loading equipment unless similar equipment is to be made available by the Customer at the Consignment's destination for unloading.
- 2.3 If Parcelforce Worldwide provides any services at the point(s) of collection or delivery beyond that specified in Clause 2.2 or assists with loading or unloading Consignments requiring special equipment (whether or not it is used) the Customer shall indemnify Parcelforce Worldwide against all losses, claims and demands including those that arise as a consequence of Parcelforce Worldwide's negligence in relation to such services.
- 2.4 Parcelforce Worldwide reserves the right to refuse, hold, cancel, postpone or return any Consignment, the carriage of which is prohibited by law at any time or if such Consignment would in the opinion of Parcelforce Worldwide be likely to cause damage or delay to other Consignments, goods or persons, or does not comply with any of these Conditions of Carriage. If Parcelforce Worldwide accepts a Consignment not complying with this Clause 2.4 that does not mean that Parcelforce Worldwide has waived the Customer's obligations pursuant to this sub-clause.
- 2.5 Where the Customer has requested a collection and the Consignment(s) are not available for collection at the specified time and place, Parcelforce Worldwide shall have the right to raise a charge as specified in the Guide.
- 2.6 Where the Customer has requested a collection of a Consignment and that collection request is cancelled on the same day that the collection was due, Parcelforce Worldwide shall have the right to raise a charge as specified in the Guide.
- 2.7 Where the Customer requests a collection from a location other than its specified collection address, a surcharge shall be payable as follows: if the delivery address is the Customer's specified collection address, then the 'Remote Collection Surcharge' will be payable; otherwise the 'Third Party Collection' surcharge will be applied in addition to the normal consignment charge.
- 2.8 Parcelforce Worldwide will attempt to deliver the Consignment to the address specified on the Despatch documentation or Parcel or as instructed by a Recipient using the Notification Service but not to a Consignee in person, and delivery may be made by handing a Consignment over to anyone at that address. If there is no one present at the specified address then:
- 2.8.1. the Customer acknowledges and agrees that Parcelforce Worldwide may at its discretion attempt to deliver the Consignment to a neighbouring address within a reasonable distance of the delivery address, or alternatively leave it for collection at a Post Office® branch selected by Parcelforce Worldwide;
- 2.8.2. if Parcelforce Worldwide is able to deliver the Consignment to a neighbouring address or leaves it for collection at a Post Office® branch, then a Customer Contact Card shall be left at the specified address; and
- 2.8.3. the Customer agrees that delivery to such neighbouring address shall constitute delivery to the address specified as the delivery address in the despatch documentation or on the Parcel.
- 2.9 Parcelforce Worldwide does not undertake to intercept a Consignment in transit before delivery has been attempted.
- 2.10 Except for the Services specified in Clauses 21 and 22 on delivery of a Consignment, Parcelforce Worldwide will request the person who accepts delivery (not necessarily the Recipient in person) to sign an acknowledgement receipt, which may include but not be limited to signature by electronic means. Evidence of such a receipt shall be available for a period of 6 months from the date of delivery, subject to payment of the charge as then published.
- 2.11 Where a Customer or person at the delivery address requires booking in for delivery or collection, the following provisions shall also apply:
- 2.11.1. Parcelforce Worldwide will be entitled to raise an additional charge per Consignment as specified in the Guide; and
- 2.11.2. where a prearranged booking in time for delivery of a Consignment has been made Parcelforce Worldwide shall not be liable if it is not able to adhere to it. Parcelforce Worldwide will, where possible, attempt to deliver at the prearranged time and in such cases may require the Customer to pay an additional charge as specified in the Guide.
- 2.12 Where the Recipient wishes to inspect or refuses to accept delivery of all or part of a Consignment, Parcelforce Worldwide shall have the right to return the whole Consignment to Parcelforce Worldwide's premises and await the Customer's instructions.
- 2.13 Parcelforce Worldwide does not accept Consignments addressed to Post Office® boxes within the UK. Parcelforce Worldwide will only accept Consignments to Post Office® boxes (or local equivalent) or local post offices where the Post Office® is situated in a country, which is designated in the Guide as being a country where such Consignments are accepted.
- 2.14 If the first delivery attempt is unsuccessful, Parcelforce Worldwide will leave a Customer Contact Card at the delivery address advising where the Consignment has been taken and how to collect it. The Recipient or Customer must, within a reasonable period, either collect the Consignment from the location specified on the Customer Contact Card or contact Parcelforce Worldwide to arrange redelivery or redirection of the Consignment and the Customer agrees to pay any additional charges as levied by Parcelforce Worldwide in accordance with its policies in force from time to time.
- 2.15 If the Consignment is not collected within a reasonable period of time, it may be returned to the Customer and Parcelforce Worldwide shall have the right to raise a charge as specified in the Guide. If Parcelforce Worldwide holds an undelivered Consignment for collection or delivery beyond 3 Working Days, then it shall have the right to raise storage charges for the period during which the Consignment is held. Storage charges will apply per Consignment per day.
- 2.16 If an undelivered Consignment is held by Parcelforce Worldwide and is not claimed within a reasonable time of Parcelforce Worldwide leaving notification of the attempted delivery at the delivery address if practicable and/or of notifying the posting Customer then Parcelforce Worldwide shall have the right to deal with the Consignment as it sees fit.

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- 2.17 Parcelforce Worldwide shall have no liability for loss, damage or delay to a Consignment, occasioned whilst delivering it in accordance with instructions from, or purporting to be from the Recipient, including where the Recipient uses the Notification Service.
- 2.18 If a Consignment is undeliverable for any reason, Parcelforce Worldwide may attempt to notify the Customer to arrange for the return of the Consignment. If the Customer cannot be contacted within 3 Working Days or fails to give instructions within a reasonable period of time as determined by Parcelforce Worldwide, Parcelforce Worldwide at its option, may return the Consignment to the Customer, place the Consignment in a general order warehouse or Customs bonded warehouse or dispose of the Consignment. The Customer will be liable for any and all costs, charges and fees incurred in returning, storing or disposing of an undeliverable Consignment, unless the Consignment was undeliverable due to the fault of Parcelforce Worldwide.
- 2.19 If unable to make a delivery due to incorrect or missing documentation, Parcelforce Worldwide shall have no liability and shall be entitled to charge an administrative fee should it endeavour to obtain such corrective or complete information.

## 3. Property supplied by Parcelforce Worldwide

- 3.1 All property supplied by Parcelforce Worldwide to the Customer shall remain the property of Parcelforce Worldwide and shall be returned to Parcelforce Worldwide upon termination of this Agreement or earlier if so requested by Parcelforce Worldwide. The Customer shall keep the property in safe custody and good condition (fair wear and tear excepted). In the event of loss, destruction or damage of any such property the Customer shall pay to Parcelforce Worldwide:
- 3.1.1. (at Parcelforce Worldwide's discretion) either the cost of the replacement or the cost of repair as certified by Parcelforce Worldwide; and
- 3.1.2. any administrative costs and/or other costs incurred by Parcelforce Worldwide as a result of such loss, destruction or damage.
- 3.2 The Customer shall not use the property referred to in Clause 3.1 for any purpose other than the carrying out of its obligations under this Agreement nor allow any other party to use, take possession of, or have any rights over such property. Parcelforce Worldwide may inspect such property at any time and, in the case of misuse by the Customer, or any other party, may repossess such property forthwith.

## 4. Term and termination

- 4.1 The Term of this Agreement shall commence on the Start Date specified in the Trading Agreement and continue in force until the contract End Date specified in the Trading Agreement or until terminated by Parcelforce Worldwide under Clause 4.2 or by the Customer giving not less than 1 month's written notice of termination.
- 4.2 Parcelforce Worldwide may terminate this Agreement by giving not less than 14 days' notice to the Customer or without notice if the Agreement has not been used in the previous 12 months.
- 4.3 Parcelforce Worldwide may suspend or terminate this Agreement forthwith if:
- 4.3.1 any charges due to it remain unpaid after the due date; or

4.3.2 the Customer ceases or threatens to cease to carry on business or is unable to pay its debts as they fall due for payment or makes a general assignment for the benefit of or a composition with its creditors or has a liquidator, receiver, administrator, trustee or similar officer appointed over all or any of its assets or undertaking (otherwise than for the purposes of a scheme of solvent reconstruction or amalgamation upon terms and within such period as may have been approved by Parcelforce Worldwide); or

4.3.3 if a petition is presented or other proceedings are taken to wind up the Customer or if (otherwise than as aforesaid) an order shall be made or a resolution shall be passed to wind up the Customer; or the Customer fails to comply with any of its payment obligations, or Parcelforce Worldwide in its reasonable opinion considers that the Customer may not comply with any of its payment obligations; or

4.3.4 Parcelforce Worldwide considers, in its reasonable opinion, that the Customer is in breach of Clauses 5 and/or 6.

- 4.4 Upon termination of this Agreement (or earlier request by Parcelforce Worldwide), the Customer shall return all unused Despatch documentation to Parcelforce Worldwide and any property referred to in Clause 3.1.
- 4.5 Parcelforce Worldwide operates a specific charging policy for resellers. If a Customer is found to be reselling Parcelforce Worldwide services at or below the agreed contract price or without specific permission, Parcelforce Worldwide reserves the right to suspend or terminate the account without giving notice of any sort.
- 4.6 Should Parcelforce Worldwide make any changes to this Agreement (including prices), Parcelforce Worldwide will give 14 days' notice of the relevant change and the Customer will receive any relevant annexes with the updated information. The Customer will not need to sign an updated Trading Agreement unless the Customer's company details have changed.
- 4.7 Parcelforce Worldwide account facilities are offered on the basis of a credit check and the imposition of a credit limit. If this credit limit is exceeded, Parcelforce Worldwide reserves the right to suspend the account without giving notice of any sort until payment is received to bring the account within the credit limit.

## 5. Prohibited and restricted goods

- 5.1 The Customer shall ascertain if the contents of any Parcel, Consignment or Pallet is prohibited or subject to restrictions by referring in the first instance to the Guide (which may refer to the Website), and shall comply with all requirements specified.
- 5.2 The Customer must not send or attempt to send a Consignment containing any Prohibited Goods by any of the Services or send or attempt to send a Consignment containing any Restricted Goods by any of the Services unless the Customer complies with the restrictions and specified requirements set out in the Guide and on the Website and if the Customer sends or an attempt is made to send a Consignment containing any such Prohibited Goods or Restricted Goods, then:
- 5.2.1 Parcelforce Worldwide may deal with such Consignment in its sole and absolute discretion without incurring any liability whatsoever including destroying or otherwise disposing of the relevant Consignment in whole or in part or returning the relevant Consignment to the Customer, and shall be entitled to charge the Customer with the cost of destruction, disposal and all other reasonable costs incurred by Parcelforce Worldwide and in addition Parcelforce Worldwide may charge the Customer a surcharge (as may be specified in the Guide) if it chooses to return the Consignment to the Customer; and

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5.2.2 the Customer shall indemnify and keep indemnified Parcellforce Worldwide and its employees, contractors, subcontractors and agents against all loss, damage or injury howsoever arising out of the carriage of Prohibited Goods, whether declared as such or not and/or Restricted Goods not properly packaged, duly labelled, or otherwise not complying with the requirements of this Agreement and as set out in the Guide and on the Website.

- 5.3 Parcellforce Worldwide may deal with any Consignment that it considers hazardous or may present a danger (for example Prohibited Goods, suspicious packages or any perceived health and safety risk), as it sees fit without incurring any liability whatsoever.
- 5.4 Under no circumstance is Parcellforce Worldwide liable to pay compensation for loss of, damage to or delay in collection or delivery of Prohibited Goods or Restricted Goods that do not comply with the restrictions and specified requirements set out in the Guide and on the Website.
- 5.5 Parcellforce Worldwide may, acting reasonably, add or delete items from the definition of Prohibited Goods or Restricted Goods (and may vary any applicable restrictions) without notice to the Customer, but will endeavour to make the details of any such additions or deletions available on the Website. For International Deliveries this also includes any goods prohibited or restricted by the country of destination.
- 5.6 The Customer must properly pack and duly label any Consignment which is subject to restrictions in accordance with the Guide and all legislation, regulations and guidelines governing its transportation by road, sea, rail or air.

## 6. Sanctions

- 6.1 The Customer must ensure that any Parcel, Consignment or Pallet the Customer wishes to send by any of the Services is not prohibited under applicable sanctions laws, for example because of its contents or Recipient. Sanctions laws includes all laws, regulations and orders imposing sanctions (including trade restrictions and economic sanctions) on countries, individuals or entities. Information about sanctions can be found at [parcellforce.com/sanctions](https://parcellforce.com/sanctions)
- 6.2 The Customer is responsible for obtaining any licence required under applicable sanctions laws and (upon request) must provide Parcellforce Worldwide with acceptable evidence that it has been obtained. Parcellforce Worldwide will bear no responsibility if the Customer or the Customer's agents send an item with the wrong licence required under sanctions laws.
- 6.3 The Customer will indemnify and keep indemnified Parcellforce Worldwide, its employees, sub-contractors and agents against any loss or damage suffered or liability incurred as a result of the Customer or its agents not complying with sanctions laws.
- 6.4 If Parcellforce Worldwide has reasonable suspicion that because of its contents a Parcel, Consignment or Pallet does not comply with sanctions laws Parcellforce Worldwide may open that Parcel, Consignment or Pallet or delay processing and delivery.
- 6.5 If the Customer sends or attempts to send a Parcel, Consignment or Pallet which does not comply with sanctions laws Parcellforce Worldwide may deal with the Parcel, Consignment or Pallet in its sole and absolute discretion (without incurring any liability whatsoever to the Customer or the Recipient) including destroying or otherwise disposing of such Parcel, Consignment or Pallet in whole or in part or returning it to the Customer, and shall be entitled to charge the Customer the cost of disposal and all other costs reasonably incurred, and additionally a surcharge (as may be specified in the Guide) if it chooses to return the Parcel, Consignment or Pallet or any part of it.

## 7. Maximum sizes and weights

- 7.1 The Customer shall comply with the following terms relating to maximum size limits:
  - 7.1.1. UK deliveries (Zones 1 to 3). A Parcel must not exceed either of the following specifications: 1.5m length, and 3m length and girth combined. The girth is calculated by multiplying the width and height by 2. If the Parcel is an irregular shape, the dimensions are based on the smallest cubic shape that the Parcel will fit into. Items returned to sender will also be subject to additional surcharges. The size of each Pallet shall not exceed 1 metre x 1.2 metres x 2 metres (high) including the base. Any Parcel or Pallet with dimensions greater than these will either be refused or subject to additional surcharges;
  - 7.1.2. International Deliveries (Zones 4 to 12). Every Parcel must comply with the size limits in the country of destination as specified in the Guide. The size of each Pallet shall not exceed 1 metre x 1.2 metres x 2 metres (high) including the base. Any Pallet with dimensions greater than these will either be refused or subject to additional surcharges. The size of each global**bulk**<sup>direct</sup> Pallet must not exceed 1 metre x 1.2 metres x 1.32 metres (high) including the base except that where a boxed Consignment of Parcels is sent as a Pallet it must not exceed 1.5 metres in length and 3.0 metres in length and girth combined.
- 7.2 The Customer shall comply with the following terms relating to maximum weight limits:
  - 7.2.1. UK deliveries (Zones 1 to 3). There is no limit to the weight of a multi Parcel Consignment, but individual Parcels must not exceed 30kg. There is no limit to the weight of a multi Pallet Consignment, but individual Pallets must not exceed 1 tonne;
  - 7.2.2. International Deliveries (Zones 4 to 12). Every Parcel must comply with the weight limits in the country of destination as specified on [parcellforce.com/countries](https://parcellforce.com/countries). The weight limits for global**bulk** vary depending upon destination and service availability. The weight limit for global**bulk**<sup>direct</sup> Pallets and Parcels on it are specified on [parcellforce.com/countries](https://parcellforce.com/countries).
- 7.3 If any Parcel or Pallet exceeds the maximum sizes or weights as specified in Clauses 7.1 and 7.2 above, and Parcellforce Worldwide has accepted such Parcel or Pallet and is able to process it through the Parcellforce Worldwide network, then Parcellforce Worldwide may raise an additional surcharge as specified in the Guide.
- 7.4 Where a Parcel or Pallet exceeds the maximum sizes or weights as set out in Clauses 7.1 and 7.2 above, and Parcellforce Worldwide is unable to process it through the Parcellforce Worldwide network, then Parcellforce Worldwide reserves the right to either return the Parcel or Pallet to the Customer or transfer it to a third party who specialises in the distribution of heavy and large items. Where a Parcel or Pallet is transferred to a third party under this Clause 7.4, then Parcellforce Worldwide reserves the right to raise a charge for this service as specified in the Guide.

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## 8. Addressing, packaging and documentation

- 8.1 For specific packaging guidelines see [parcelforce.com](http://parcelforce.com)
- 8.2 The Customer shall provide Parcelforce Worldwide with timely pre-advice either by using Parcelforce Worldwide despatch systems, or the Customer, using their own despatch systems, should create and provide pre-advice as directed by Parcelforce Worldwide ("Pre-Advised Information"). The Customer shall ensure that each Parcel or Pallet is adequately packaged and shall label each Parcel or Pallet with the full postal address, including the postcode (or local equivalent) of both the Recipient and the Customer and each Consignment must be accompanied at Despatch by fully completed Despatch documentation in the form specified or provided by Parcelforce Worldwide for the Service used, which may include service indicators and barcoded labels (such labels when used shall enable Parcelforce Worldwide to identify the Customers and raise the appropriate charges). Barcode content and quality and the use of unique numbers identifying Parcels shall be as specified by Parcelforce Worldwide. The Customer's and Recipient's telephone numbers must be included in the full postal address information. A PO Box address shall not constitute a full postal address. If the Customer's or the Recipient's address (including telephone number) on the label are either incorrect or incomplete Parcelforce Worldwide shall have the right to raise a charge as specified in the Guide and the Customer shall not be entitled to compensation for any delay in delivery. All Consignments and Parcels contained with it must bear a contact telephone number for both the Customer and the Recipient clearly legible on the external packaging. Where the Customer is using the Notification Service, the Customer must also provide the Recipient's relevant email address (for email notifications) or mobile telephone number (for SMS notifications).
- 8.3 Parcels must not be presented for carriage consolidated other than as a single Parcel appropriately packaged. Parcels must not be strapped nor bound to any another Parcel(s).
- 8.4 It is the Customer's responsibility to ensure that all barcoded labels are machine readable and not in any way obliterated or defaced. Parcelforce Worldwide is not responsible for any delay, loss, damage or destruction of an item that is attributable to the Customer not having complied with this Clause 8 and compensation will not be payable.
- 8.5 Barcoded labels and address labels must not be obscured by strapping. All labels must be clearly visible and affixed to the top of the Parcel, not the base. If the Parcel is cylindrical then the label must be affixed with the barcode running along the length of the tube. Barcoded labels must be placed to the right of the address labels.
- 8.6 Packaging material must be of such consistency that will allow the label to adhere to the Parcel through its life cycle. If the Parcel wrapping has any written material on it then an area should be left blank for application of the barcoded label.
- 8.7 Any articles susceptible to damage as a result of any condition, which may be encountered in air transportation, such as changes in temperature or atmospheric pressure, must be suitably packaged to prevent such damage.
- 8.8 Parcelforce Worldwide shall not be liable for any damage arising out of changes in temperature or pressure.
- 8.9 The Customer must retain its copies of Despatch documentation as these may be required by Parcelforce Worldwide from time to time. The Customer shall give the other copies to Parcelforce Worldwide's agent or representative at the time of Despatch.

The Customer acknowledges that in some cases Parcelforce Worldwide does not keep manuscript records of Consignments despatched by the Customer.

- 8.10 The Despatch documentation must be received by Parcelforce Worldwide in a format specified by Parcelforce Worldwide before the Parcels it relates to are either collected by or handed to Parcelforce Worldwide. That information must match the labelling on Parcels with the full address of the Recipient including postcode and telephone number, and unique barcode Parcel identifier which must be applied to all the Parcels to be collected and no others. Parcelforce Worldwide shall have the right to raise a surcharge as specified in the Guide where it agrees to accept Parcels without Pre-Advised Information.
- 8.11 Where Parcelforce Worldwide has not received Pre-Advised Information in accordance with Clause 8.2, or received Pre-Advised Information but without the corresponding Parcel being Despatched, Parcelforce Worldwide may require the Customer to pay in addition to the other charges referred to in Clause 10, a surcharge. Parcelforce Worldwide shall not be liable to pay any refund or compensation in respect of a Consignment which is lost or delayed where Parcelforce Worldwide has not received such Pre-Advised Information.
- 8.12 For International Deliveries the Customer shall prepare and attach all documentation as required by HM Revenue and Customs or as required by any overseas customs authority (for example CP72). The Customer recognises that failure to fully complete and sign the customs declaration (where applicable) may result in clearance delays. Parcelforce Worldwide may levy a charge if it has to retain the Customer's parcel whilst in customs process.
- 8.13 The Customer recognises the right of international customs authorities to inspect Parcels and Pallets and documentation, and for customs to instruct Parcelforce Worldwide or its agents worldwide to open any Parcel or Pallet for examination and Parcelforce Worldwide shall incur no liability of any kind in relation to this. The Customer authorises Parcelforce Worldwide or its agents to complete any necessary documentation for the purpose of customs clearance either in the UK or abroad, but also notes and accepts that Parcelforce Worldwide is not legally permitted to complete and/or sign individual customs declarations.
- 8.14 In accordance with applicable regulations in various jurisdictions Parcelforce Worldwide and its agents may be required to undertake X-ray screening of consignments. Parcelforce Worldwide or its agents may undertake such screening and shall have no liability in respect of any resulting damage.

## 9. Responsibility for Consignments sent from outside the United Kingdom under this Agreement

It is the Customer's responsibility to ensure that when a Consignment is shipped from outside the United Kingdom under these Conditions of Carriage that all the requirements of the territory from which it has been despatched and all the relevant provisions of these Conditions of Carriage have been fully complied with and observed.

# Financial

## 10. Charges

- 10.1 The Customer shall pay to Parcelforce Worldwide the charges specified in the Trading Agreement and in the manner set out or referred to in this Agreement (or elsewhere), together with any supplements or surcharges referred to or specified in the Guide or any Annex. If Parcelforce Worldwide provides any Services which are not specified in the Trading Agreement, then the charges for such Services shall be as specified in the Guide.
- 10.2 Any claim or counterclaim (including any claim for compensation or refund) by the Customer shall not entitle the Customer to defer, withhold or deduct payment of monies or settlement of liabilities incurred to Parcelforce Worldwide.
- 10.3 Parcelforce Worldwide reserves the right to vary its Parcel, Pallet, or Consignment Charges (up or down) for each period that it invoices a Customer based on any variance between the number of Parcels or Pallets, (or other relevant items) despatched by the Customer during the period in question and the Volume Profile for that same period as provided by the Customer, upon which the charges referred to in the Trading Agreement are based.
- 10.4 The Trading Agreement will, without limitation detail the following:
- (i) the Volume Profile as provided by the Customer for the Services;
  - (ii) the volume bandings;
  - (iii) the charges that will apply if the volume of Parcels or Pallets despatched by the Customer for an invoicing period is within the agreed volume banding; and
  - (iv) the charges that will apply if the volume of Parcels or Pallets despatched by the Customer for an invoicing period falls outside the agreed volume banding.
- 10.5 Parcelforce Worldwide may carry out checks, (including examining Parcels and Pallets), to verify any information recorded in the Trading Agreement and if Parcelforce Worldwide considers that:
- 10.5.1. any details specified in the Trading Agreement have altered sufficiently to warrant an increase in the charges; or
  - 10.5.2. in the case of global**bulk**<sup>direct</sup>, the Customer on more than one occasion has declared an incorrect number of Parcels and/or Pallets on the despatch documentation; or
  - 10.5.3 the Customer has persistently despatched Parcels and/or Pallets which do not meet the agreed periodic volume, or the average number of Parcels per Consignment, or the average weight criteria or other criteria set out in the Trading Agreement; then notwithstanding anything to the contrary in the Trading Agreement, or elsewhere, Parcelforce Worldwide may increase the charges upon giving notice to the Customer in accordance with Clause 10.7. PLEASE NOTE: Notwithstanding anything to the contrary in this Agreement, Parcelforce Worldwide may, at any time and without giving notice to the Customer, incorporate any of the surcharges levied or to be levied on the Customer into the Customer's Consignment Charges.
- 10.6 Parcelforce Worldwide may from time to time carry out checks to verify any information recorded on the Despatch documentation and reserves the right to charge the Customer any additional charges found to be due.
- 10.7 Parcelforce Worldwide may revise any of the charges set out in the Trading Agreement or introduce or revise surcharges from time to time by giving the Customer not less than 14 days' notice (but without notice in the case of global**express**) of such changes overriding any other provision as set out in this Agreement. In particular, but without limiting the foregoing revisions and surcharges may be made or imposed as a result of an increase in costs outside Parcelforce Worldwide's reasonable control, such as the cost of fuel.
- 10.8 If a Consignment, or any part thereof has been delivered to an address, but there are customs charges and/or duties outstanding, and if they are subsequently discharged by Parcelforce Worldwide, the Customer shall on demand reimburse Parcelforce Worldwide with the amount paid together with any incidental expenses and clearance costs incurred, together with Parcelforce Worldwide handling charges current from time to time.
- 10.9 If a Recipient refuses to pay any customs charges and duties due in respect of a Consignment and as a result, it or a part of it is not delivered, Parcelforce Worldwide shall not incur any liability and the Consignment (or relevant part) will only be returned to the Customer if those charges plus return postage are paid by the Customer in advance. Parcelforce Worldwide will contact the Customer to advise of the charges and to obtain agreement to pay. If such agreement is forthcoming, the Customer shall make payment at or to the local Parcelforce Worldwide depot, thereafter the Consignment (or relevant part) will be returned to the Customer. Where the Customer refuses to pay the charges, the Consignment (or relevant part) will be disposed of by Parcelforce Worldwide. The Customer shall also pay to Parcelforce Worldwide such other charges, costs and expenses as may be incurred by Parcelforce Worldwide relating to the dealing with, or disposal of, any such Consignment (or part).
- 10.10 Unless expressly stated otherwise in this Agreement, all charges and other amounts specified in this Agreement as payable by the Customer are exclusive of VAT. VAT will be added where appropriate and the Customer shall pay any VAT due on such charges or amounts at the appropriate rate and in accordance with Clause 11.
- 10.11 If a Consignment is to be collected or delivered within a Surcharge Zone, Parcelforce Worldwide shall have the right to raise a surcharge as specified in the Guide.
- 10.12 Parcelforce Worldwide reserves the right to charge for all or any Services on a volumetric basis the details of which are set out in the Guide or on the Website.
- 10.13 Parcelforce Worldwide operates a specific charging policy for resellers. If a Customer is found to be reselling Parcelforce Worldwide services at or below the agreed contract price or without specific permission, Parcelforce Worldwide reserves the right to alter the charges in line with the policy without giving notice of any sort.
- 10.14 All charges paid for the purchase of Parcelforce Worldwide Courier Packs are non-refundable in all cases. This does not affect the Customer's statutory rights.
- 10.15 Where Parcelforce Worldwide is entitled to levy a surcharge in relation to any Services and the Customer has provided Parcelforce Worldwide its debit or credit card details Parcelforce Worldwide may choose to take such surcharge from such debit or credit card and the Customer consents to Parcelforce Worldwide so doing. Details of the surcharges are set out in the Guide subject to revision from time to time in accordance with this Agreement.

# Financial

## 11. Payment

- 11.1 All charges due to Parcelforce Worldwide shall be invoiced to the Customer at the frequency as set out in the Trading Agreement. If there is any dispute on an invoice, Parcelforce Worldwide may require the Customer to provide it with any unused Despatch documentation in order that the matter can be dealt with promptly.
- 11.2 The Customer shall pay in full within 30 days of the date of the relevant invoice including any VAT applicable.
- 11.3 Subject to clause 11.4:
- 11.3.1 where the Trading Agreement states "Electronicinvoi" the method of payment is Direct Debit; and
- 11.3.2 where the Trading Agreement states "CHAPS/BACS" the method of payment is BACS only.
- 11.4 Notwithstanding any other provision of this Agreement, if Parcelforce Worldwide has a direct debit mandate from the Customer, then that method of payment shall apply unless Parcelforce Worldwide otherwise decides.
- 11.5 If the Customer fails to pay within the timescales specified and/or in accordance with the stated method of payment, or cancels a Direct Debit mandate, then Parcelforce Worldwide, at its sole discretion, may, with immediate effect do all or any of the following, (without prejudice to any of its other rights and remedies including recovery of any outstanding sums by court proceedings):
- 11.5.1 amend the invoicing frequency and/or credit terms and/or the method of payment within this Agreement;
- 11.5.2 require settlement in full of all invoiced and uninvoiced debt within two Working Days;
- 11.5.3 withdraw credit terms and/or require advance payment and/or undertake a credit reference check; and/or
- 11.5.4 suspend or terminate this Agreement forthwith.
- 11.6 Parcelforce Worldwide shall be entitled to charge interest at the statutory rate of interest for late payment prescribed by section 1 of the Late Payment of Commercial Debts (Interest) Act 1998 calculated on a daily basis, on all overdue sums. In addition to charging interest, where charges are outstanding beyond an agreed credit period, Parcelforce Worldwide shall be entitled to sell any undelivered Consignment or part thereof and apply the proceeds toward any such charges and the expenses of the sale.

# Services

## 12. Service standards

- 12.1 **Please note: Some services delivery timescales are extended when delivery is to be made to addresses in Zones 1, 2 and 3.**
- 12.2 The Service standards for each of the Services shall be as set out in the Guide (or in any other publication issued by Parcelforce Worldwide setting out Service standards) and shall apply subject to Clause 13.
- 12.3 For the purposes of calculating service standards:
- 12.3.1. only Working Days will be counted. These may vary country by country, (including countries within the UK);
- 12.3.2. where Parcelforce Worldwide attempts to deliver a Consignment to the address shown on the Consignment Despatch documentation or on the Parcel or as instructed by a Recipient using the Notification Service and for whatever reason delivery cannot be achieved (including unreasonable delay in acceptance at that address) then delivery shall be deemed to have taken place at the time when the Consignment was first presented to that address to attempt delivery or when Parcelforce Worldwide joins a queuing or booking-in system operated at that address; and
- 12.3.3. subject to 12.3.2 above, where Parcelforce Worldwide has agreed to hold a Consignment for collection or pending further instructions then attempted delivery shall be deemed to have taken place at the earliest time when the Consignment is made available for collection by the Recipient or the time the direction is given.
- 12.3.4 where a recipient uses the Notification Service and instructs Parcelforce Worldwide to deliver a Consignment on an alternative Working Day, that alternative Working Day will be deemed to be the date for delivery for the purposes of calculating whether a delivery is late.
- 12.4 Consignments will only be despatched and delivered on Working Days. If a Consignment is despatched on a non-Working Day, or after the latest acceptance time on a Working Day, it will be deemed to have been despatched on the next Working Day.

## 13. Re-specification of services

- 13.1 Parcelforce Worldwide reserves the right to withdraw, suspend and/or re-specify any Service (including compensation arrangements) from time to time.
- 13.2 The delay compensation arrangements for **express24** and **express48** Services despatched to residential addresses will be suspended between the 8th and 24th December. However provided that the last date for despatches are observed, deliveries will be made by 24th December and in the unlikely event that there is a delay beyond that date, compensation arrangements equivalent to **express24** and **express48** will apply.

### Timed services – Specific Service Features

## 14. **express9**, **express10**, **expressAM**, **expressPM**, **express24**, **express48**

- 14.1 Saturday deliveries may be made on request by completing/affixing the appropriate documentation and shall be subject to the payment of a surcharge, as outlined in the Guide.
- 14.2 When a Saturday delivery has been specified and accepted by Parcelforce Worldwide, but is not made, the surcharge shall be refunded in full. The Saturday would then be treated as a non Working Day.

## 15. **expresscollect**

### Service standards and storage

- 15.1 Parcelforce Worldwide will endeavour to make Consignments available for collection by the Customer's representative by 8.00am on the next Working Day after Despatch (which shall include a Saturday provided that a Saturday delivery label is affixed to the Consignment) at the Parcelforce Worldwide depot indicated.
- 15.2 The Customer's representative shall be required to produce suitable identification in order to collect an **expresscollect** Consignment or any part thereof.
- 15.3 A Consignment will be held at the Parcelforce Worldwide depot for 7 Working Days awaiting collection. After this time, if the Consignment has not been collected, the Consignment will be returned to the Customer and further charges will be payable by the Customer as specified in the Guide.
- 15.4 Parcelforce Worldwide may, at any time, change the number and locations of its depots without prior notice to the Customer.
- 15.5 **expresscollectreturns**
- The Customer's representative may return a Consignment to the Customer using Parcelforce Worldwide Timed Services, **express24** or **express48** Services, without any payment being made at the time of Despatch, subject to the production of suitable identification. Consignments handed over on a Saturday will be treated as a Monday despatch. This is known as the "**expresscollectreturns** Service".
- 15.6 All **expresscollectreturns** will be subject to these Conditions of Carriage (including charges) applicable to the Service selected.
- 15.7 Parcelforce Worldwide shall be entitled to rely on instructions given by a person requesting the **expresscollectreturns** Service for or on behalf of the Customer and the Customer shall pay the charge for the Service selected notwithstanding that such person did not have the authority to request such Service.
- 15.8 Parcelforce Worldwide shall not be liable to the Customer for any discrepancy between the contents of any Consignment and the manifest, which accompanies it under these Services.

## 16. **pallets24**, **pallets48**, **pallets72**

### Documentation and Labelling

- 16.1 Saturday deliveries may be made on request by completing/affixing the appropriate documentation and shall be subject to the payment of a surcharge as agreed between Parcelforce Worldwide and the Customer in advance of Despatch.
- 16.2 Each Pallet must be individually labelled in accordance with Clause 8, using a self-adhesive documents enclosed envelope. A separate Consignment note must be provided for each Pallet despatched to a different address.
- 16.3 Any delivery that requires the contents of a Pallet to be broken down or Parcelforce Worldwide to take each item off the Pallet prior to or at delivery, may be subject to additional charges.

# Services

## 17. **express**exchange

- 17.1 This Service is available as **express10exchange**, **expressAMexchange**, **expressPMexchange**, **express24exchange** and **express48exchange** service variants and except where in conflict with the provisions of Clause 17.2 to Clause 17.4, the other provisions of these Conditions of Carriage applicable to the particular timed services shall apply.
- 17.2 Parcelforce Worldwide will make the delivery of the Parcel only if it is able to collect the exchanged item at the delivery address which is to be returned to, or to the order of the Customer.
- 17.3 It is the Customer's responsibility to ensure that the Recipient makes the exchanged item available for collection at the time of delivery of the exchange item and Parcelforce Worldwide is entitled to treat any parcel proffered to it for collection as the item that is to be collected from the recipient.
- 17.4 If there is no item to collect then no delivery will be made, but the Customer will be charged and will pay as if such collection and delivery had been effected.

## 18. **convenient**delivery and **convenient**collect

- 18.1 This may be purchased by a Customer as an add-on to UK Services to provide for delivery to a nominated Post Office® branch.

## 19. Drop boxes

- 19.1 When available this may be purchased by Customers as an add-on to UK Services. Customers must provide such details of the Recipient's Drop Box system as is required by Parcelforce Worldwide and ensure such details appear on the address label. No signature against delivery will be obtained by Parcelforce Worldwide and Parcelforce Worldwide does not have any liability to the Customer for loss or delay where this Service is used.

## 20. **sameday** service

- 20.1 A waiting time of 15 minutes after the specified time collections and deliveries is included in the price of the **sameday** Service. Additional surcharges shall be charged to the Customer for any waiting time in excess of 15 minutes as follows (all charged to the nearest minute):
- 20.1.1. £15.00 per hour for a small van/motorcycle;
  - 20.1.2. £18.00 per hour for a short wheel base van;
  - 20.1.3. £20.00 per hour for a long wheel base van;
  - 20.1.4. £22.00 per hour for an extra long wheel base van.
- 20.2 Parcelforce Worldwide shall be liable to the Customer for loss of or damage to any Consignment up to a maximum of £2500 under this Service (subject otherwise to these Conditions of Carriage). Enhanced compensation may be available upon request.
- 20.3 A surcharge of 25% of the **sameday** Service price will apply to collections and deliveries performed after 18:00 and before 08:00 Mondays to Fridays, excluding bank or public holidays. A surcharge of 40% of the **sameday** Service price will apply to collections and deliveries performed during weekends, bank or public holidays. The **sameday** Service prices exclude all tolls, ferry and congestion charges, which will be added at cost.

## 21. International services – Specific Service Features

- 21.1 Parcelforce Worldwide shall not be liable for delay in the following circumstances in addition to other provisions in these Conditions of Carriage excusing Parcelforce Worldwide from liability for delay:
- 21.1.1. the Consignment is held up in a customs clearance process;
  - 21.1.2. the customs documentation is incomplete or incorrect;
  - 21.1.3. the Consignment is seized by a customs or governmental authority;
  - 21.1.4. the Consignment requires collection by the Recipient;
  - 21.1.5. the Consignment has not been packed correctly;
  - 21.1.6. the Consignment contains Prohibited Goods or Restricted Goods where the restrictions have not been complied with;
  - 21.1.7. the Consignment does not have a complete and accurate address, postcode and telephone number for the Customer and Recipient or does not have all relevant Despatch documentation and labels affixed or enclosed as appropriate;
  - 21.1.8. any computer system is affected directly or indirectly by any virus;
  - 21.1.9. it is indicated on the country specific information that the delivery guarantees do not apply;
  - 21.1.10. there is duty payable on the Consignment; or
  - 21.1.11. the item is sent to a BFPO.

## 22. PO Box addresses

- 22.1 PO Box addresses are not acceptable as delivery addresses for International Services unless designated as such on the Website. PO Box addresses are not accepted for any import services.
- 22.2 In specific countries a Post Office® branch is not a valid address.

## 23. **global**express

- 23.1 Parcelforce Worldwide reserves the right to assess fuel and other surcharges on **globalexpress** Consignments without notice. Such charges will be determined by Parcelforce Worldwide at its discretion. Details of current surcharges are available upon request. The Customer, by tendering a Consignment to Parcelforce Worldwide, agrees to pay the surcharges in force at the later of the time of order or time of collection.
- 23.2 All claims for loss, damage and delay must be received within 15 days of Despatch.
- 23.3 **globalexpress<sup>pack</sup>** is a **globalexpress** service under which items weighing not more than 2.5kgs, (including packaging) may be sent.
- 23.4 **globalexpress<sup>envelope</sup>** is a **globalexpress** service and is available for documentation only, which together with packaging does not exceed 0.5kg in weight.
- 23.5 For both **globalexpress<sup>envelope</sup>** and **globalexpress<sup>pack</sup>**, packaging used must be as specified by Parcelforce Worldwide.
- 23.6 Any breach of 23.3 to 23.5 (inc.) shall entitle Parcelforce Worldwide, at its option, to charge at the full **globalexpress** published tariff rate.
- 23.7 The maximum declared (and actual) value of the contents of each of a **globalexpress<sup>envelope</sup>** and **globalexpress<sup>pack</sup>** must not exceed £80. Goods with a value (actual or declared) exceeding these amounts may not be shipped in a **globalexpress<sup>envelope</sup>** or **globalexpress<sup>pack</sup>**.

# Services

## 24. globalvalue

- 24.1 No refunds shall be payable for any delay in providing this Service and no acknowledgement of receipt is available.

## 25. globalbulk

- 25.1 The Customer shall ensure that all Pallets are correctly marked with the full delivery details and address including postcode (or local equivalent) and telephone numbers.
- 25.2 Parcelforce Worldwide's representatives and agents will not obtain an acknowledgement receipt for Consignments despatched by this Service, except where specifically agreed between the Customer and Parcelforce Worldwide in writing.
- 25.3 No refunds shall be payable for any delay in providing this Service.

## 26. globalbulk<sup>direct</sup>

- 26.1 Parcelforce Worldwide's representatives and agents will only obtain an acknowledgement receipt for Consignments despatched by this Service if Parcelforce Worldwide has agreed that they will do so.
- 26.2 No refunds shall be payable for any delay in providing this Service.
- 26.3 All ad-hoc collections must be booked on the day before collection no later than the time specified by Parcelforce Worldwide. Failure to do so may result in the collection not being undertaken.
- 26.4 The Pallet weight and dimensions must be pre-advised at the time of booking. If weight or dimensions of Pallets are different than pre-advised, a collection may not be possible or a surcharge may be applicable.
- 26.5 Where a collection has been booked and no items are ready, a surcharge will apply.
- 26.6 For Pallets which cannot be stacked, additional charges will apply.

# Liability

## 27. Notices

- 27.1 Any notice given under this Agreement shall be in writing, which includes transmission by electronic mail, delivered by hand, or sent by post to the relevant address provided by each party or in the case of notices to the Customer, additional notice may also be sent to such other address as Parcellforce Worldwide has for the Customer. Any notice is deemed to have been served when delivered by hand, at the time of actual delivery; or when sent by post, at expiry of forty-eight hours after posting; or where sent by electronic mail on the day on which the communication is first despatched.

## 28. Liability for loss, damage and delay

- 28.1 Subject to the provisions of this Agreement, Parcellforce Worldwide shall pay compensation to the Customer for loss or damage caused by its negligence or that of those for whom it is vicariously liable, and a refund in the case of delay. Please note: not all Services provide compensation for loss and/or damage nor a refund in the case of delay. See Clause 33.
- 28.2 Entitlement to and payment of all compensation for loss and/or damage and refunds for delay is subject in particular to the provisions of this Clause 28, satisfaction of Clause 31 and all other relevant provisions of this Agreement.
- 28.3 Any compensation payable for loss or damage shall be limited to the repair costs of the items damaged, or if they are lost or damaged beyond repair, the lowest of i) their replacement cost taking account of depreciation for wear and tear; and ii) the actual sale price of the items. In any event, compensation shall not exceed the amount set out in the Compensation Table at Clause 33. Recompense for delay is given by way of a refund of the whole or part of the Consignment Charges and on a pro rata basis if only a part of a Consignment is delayed.
- 28.4 Any compensation payable under this Agreement for loss of or damage to any Collectable(s) shall be further limited to the actual price paid for the Collectable(s) by the Customer.
- 28.5 "Delay in delivery", 'late delivery' and similar expressions, means delivery which is not in accordance with the delivery times for the particular Service. Where a Recipient uses the Notification Service and instructs Parcellforce Worldwide to deliver a Consignment at an alternative delivery time, such a time will be deemed to be the delivery time for the Service.
- 28.6 Enhanced compensation for loss and damage (which is offered for some Services only) is available up to the amount set out in the Compensation and Refunds Table and only if the Customer has paid the additional charge as set out in the Guide.
- 28.7 Save as referred to in Clauses 28.1 to 28.6, Parcellforce Worldwide shall not otherwise be liable to the Customer or any other person for any delay, or any loss of, or damage to any Consignment(s), nor for any loss or damage arising from delay in the collection, conveyance or delivery of any Consignment(s) howsoever any such loss, damage or delay was caused and whether founded in contract, tort (including negligence), breach of statutory duty or otherwise.
- 28.8 Parcellforce Worldwide does not accept liability for any loss of contracts, business, profits, revenue, anticipated savings or any economic loss nor for any indirect or consequential losses, whatsoever or howsoever arising, whether in contract, tort, (including negligence), breach of statutory duty or otherwise (except as may arise from its liability in negligence for death or personal injury).
- 28.9 Parcellforce Worldwide's liability for loss or damage to Consignments regardless of the number of Consignments arising out of one event or series of connected events shall not exceed £1 million.

- 28.10 Any liability Parcellforce Worldwide may have not otherwise specifically provided for in these Conditions of Carriage, whatsoever and howsoever arising, whether from contract, tort, (including negligence), breach of statutory duty or otherwise shall be limited as follows:

28.10.1. liability for death or personal injury, no limit;

28.10.2. liability for loss of, or damage to property, not being, or forming part of a Consignment, shall not exceed £1 million per event or series of connected events; and

28.10.3. liability arising from loss or damage to a Consignment (not otherwise provided for in these Conditions of Carriage) shall not exceed £100 and liability for delay, or arising from delay shall not exceed a refund of the Consignment Charges.

- 28.11 In addition other compensation exclusions are set out on the Website at **parcellforce.com** Parcellforce Worldwide shall not be liable to pay compensation for loss of or damage to a Consignment:
- 28.11.1. due to latent or inherent defect, vice or natural deterioration of items;
- 28.11.2. delays in delivery caused by adherence to Parcellforce Worldwide policies to provide a copy of the delivery record or a copy of the signature obtained at delivery; or
- 28.11.3. Parcellforce Worldwide's failure or inability to attempt to contact the Customer or Recipient concerning incomplete or inaccurate address, incorrect or incomplete documentation, non-payment of duties and taxes necessary to release a Consignment, or incomplete or incorrect customs or brokers address or a bulk collection, before it was scanned at Parcellforce Worldwide's premises.
- 28.12 Parcellforce Worldwide shall not be liable for loss of, or damage to, or delay in respect of any Parcel(s) or Pallet(s), if:
- 28.12.1. loss, damage or delay is caused due to the Customers' failure to properly pack any Parcel or Pallet in accordance with Parcellforce Worldwide packaging guidelines, or the absence, inadequacy or failure of any packaging. Parcellforce Worldwide has no liability for loss or damage resulting from the failure to observe "package orientation" graphics (e.g. "UP" arrows, "THIS END UP" markings); or
- 28.12.2. the Customer sends items in contravention of Clauses 5 and/or 6 or does not comply with any other relevant provisions of these Conditions of Carriage; or
- 28.12.3. the Customer fails to label each Parcel or Pallet with the correct postal address, including the postcode and telephone number, of both the addressee and the Customer or fails to ensure that each Parcel or Pallet is accompanied by correctly and fully completed despatch documentation in the form specified by Parcellforce Worldwide for the Service used in respect of each Consignment at the time of despatch including any appropriate Service indicators and labels as specified by Parcellforce Worldwide.
- 28.13 Parcellforce Worldwide shall not be liable to pay any refund for late delivery if:
- 28.13.1. UK, Import or Export parcels are addressed to a PO Box address unless designated as permissible on the Website;
- 28.13.2. Export Parcels are addressed to a PO Box or local Post Office® where the postal delivery agent operates a held for collection process;
- 28.13.3 any delay in delivery or Parcellforce Worldwide's inability or failure to complete a delivery due to acts or omissions of Customs or other regulatory agencies; or
- 28.13.4 delays in delivery caused by adherence to Parcellforce Worldwide policies regarding the payment of duties and taxes.

# Liability

- 28.14 The Customer shall indemnify Parcelforce Worldwide from and against all losses, damages and claims suffered or incurred by Parcelforce Worldwide by virtue of any lack of authority by the Customer to Despatch a Consignment.
- 28.15 Parcelforce Worldwide shall not be liable in respect of any Consignment where the Customer, the owner of the Consignment or anyone acting on their behalf have been fraudulent or dishonest in any way in respect of that Consignment, nor shall Parcelforce Worldwide be liable in respect of any Consignment where any person misrepresents his authority to receive a Consignment on the Recipient's or Customer's behalf.
- 28.16 Parcelforce Worldwide shall not be liable (whether for payment of compensation, refunds for delay or otherwise) for any failure of, or delay in the performance of its obligations under this Agreement where such failure or delay is directly or indirectly caused by any interruption, failure or malfunction whatsoever of any of its computer systems caused by any computer viruses including, without limitation, routines, worms, logic or time bombs, disabling or disruptive codes or routines, expiration dates and software switches included in or introduced onto those computer systems (whether maliciously, recklessly or otherwise).

## 29. Sensitive documents and data

The despatch of sensitive data and documents, with contents including but not limited to names, addresses, bank details, signatures and dates of birth and any other sensitive or personal data is entirely at the Customer's risk and is excluded from compensation.

## 30. Force majeure

Parcelforce Worldwide shall not be liable (whether for the payment of compensation or refunds for late delivery or otherwise) for any failure to perform, or delay in the performance of its obligations under this Agreement where such failure or delay results from any circumstances outside its reasonable control including but not limited to any fire, flood, explosion, accident, adverse weather conditions, criminal act, traffic congestion, mechanical breakdown, obstruction of any public or private highway, riot, government act, act of war, terrorism, act of God, or from any industrial dispute or strike whatsoever.

# Compensation

## 31. Claims for compensation and refunds

31.1 Parcelforce Worldwide will require the Customer to substantiate a claim for damage or partial loss by providing the Consignment, its contents and its packaging for inspection.

Wherever possible, the Customer is required to provide photographs of all internal and external packaging as at the time of delivery and make them available to Parcelforce Worldwide with the claim or within 21 days thereafter.

Parcelforce Worldwide may depreciate the value of items to reflect their current market value, and to take account of any depreciation for wear and tear. Premiums paid for enhanced compensation are non-refundable in all cases. Any claims which overstate the value of the item will be rejected although any refund for delay will still be payable. Any valuation of any item in a foreign currency will be converted into British Sterling based on the exchange rate on the date of claim. Parcelforce Worldwide may make such investigations as it deems necessary to satisfy itself of the validity of the claim including requesting serial numbers and IMEI numbers for electrical items. The Customer must keep the Consignment, its contents and its packaging until the claim has been resolved.

31.2 Except as otherwise provided for by these Conditions of Carriage all claims for compensation for loss or damage, or a refund for delay must be received within 30 days of Despatch for all UK and international items and the Customer must respond to any further enquiries made of it by Parcelforce Worldwide within 21 days. If the Customer does not respond to such enquiries within this timescale, Parcelforce Worldwide reserves the right to close the claim.

31.3 As part of its security operations Parcelforce Worldwide may carry out rigorous checks on Consignments, which may involve X-ray screening, decompression, or in exceptional circumstances, the opening of a Parcel which fails any of the checks outlined above. In such circumstances Parcelforce Worldwide shall have no liability for any resulting compensation or refund claims resulting from any loss, damage or delay even if arising from its negligence. All service guarantees may be suspended and related compensation claims refused if a Parcel is required to be opened after failing any of the checks outlined above.

## 32. Compensation and refund payments

32.1 Parcelforce Worldwide may make payments for Compensation for loss or damage and refunds for delay to the Customer by credit. Parcelforce Worldwide reserves the right to recover from the Customer monies paid for loss or damage compensation to the Customer if items are subsequently delivered or recovered.

32.2 If any payments due to Parcelforce Worldwide are outstanding, then Parcelforce Worldwide shall have the right to withhold compensation or refund payments until such time as the Customer has paid in full.

# Compensation

## 33. Compensation and Refunds Table

### Please Note:

Liability for loss or damage to musical instruments shall not exceed £100.

Compensation and refunds		
Service	Maximum Compensation included in the price for loss or damage per Consignment	% of refund of Consignment charges for late delivery <sup>+</sup>
express9 express10 expressAM	£200 £200 £200	100% 100% 100%
expressPM globalexpress irelandexpress express24	£200 £200 £200 £100	100% 100% 100% 50%
globalpriority europriority europriority <sup>return</sup> europriority <sup>import</sup> ** globalpriority <sup>import</sup> ** expresscollect	£100 £100 £100 £100 £100 £100	25% 25% N/A N/A N/A N/A
express48 and 48 <sup>large</sup> globalvalue pallets24 and 48	£50 £50 RHA†#	N/A N/A 100%
globalbulk** globalbulk <sup>direct</sup> ** sameday	CMR‡ £25 per parcel £2,500	N/A N/A N/A
HM Forces	£20 per parcel	N/A

### Enhanced compensation for individual despatches

If you would like to purchase enhanced compensation for ad hoc Consignments, the various levels are shown below:

#### Maximum compensation for loss or damage if enhanced compensation is purchased for an individual Consignment\*

Level 1 up to £500  
Level 2 up to £1,000  
Level 3 up to £1,500  
Level 4 up to £2,000  
Level 5 up to £2,500

Prices for Enhanced Compensation for individual despatches can be found in the Guide.

Level 1 up to £100

Level 2 up to £200

Level 3 up to £500

### Enhanced Compensation for all despatches

If you have a contract with Parcelforce Worldwide you can purchase maximum compensation for loss or damage across all of the Services for all Consignments Despatched. This would be charged at £0.80 per £100.00 up to a maximum of £2500 per Consignment.

Please note that Parcelforce Worldwide does not pay consequential loss. For all prices please refer to the Guide.

\* Please ensure that the level of enhanced compensation required is indicated on the relevant documentation.

\*\* Enhanced compensation is not available for europriority<sup>import</sup>, globalpriority<sup>import</sup>, globalbulk and globalbulk<sup>direct</sup>.

† Not available for expresscollect, europriority<sup>import</sup>, globalpriority<sup>import</sup>, globalvalue, globalbulk<sup>direct</sup> and globalbulk<sup>import</sup> services where Parcelforce Worldwide does not undertake to deliver (nor make available for collection, where relevant) by a set time, or within a time window.

# Enhanced compensation is available on request for pallets24 and pallets48.

‡ Compensation for loss or damage is at the level set by the Road Haulage Association.

‡ Compensation for loss or damage is at the level set by "Convention relative au transport international de marchandises par route".

# Confidentiality and General information

## 34. Confidentiality

- 34.1 Each party undertakes that it shall not at any time disclose to any person any Confidential Information of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 34.2.
- 34.2 Each party may disclose the other party's Confidential Information:
- 34.2.1 to its employees, officers, representatives or advisers who need to know such Confidential Information for the purposes of carrying out the party's obligations under this Agreement. Each party shall procure that its employees, officers, representatives or advisers to whom it discloses the other party's Confidential Information comply with this clause 34; and
- 34.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 34.3 No party shall use any other party's Confidential Information for any purpose other than to perform its obligations under this Agreement

## 35. General

- 35.1 This Agreement constitutes the entire agreement between Parcelforce Worldwide and the Customer. Each party acknowledges that in entering into this Agreement it has not relied on any representation or undertaking, whether oral or in writing, save as expressly incorporated herein.
- 35.2 This Agreement supersedes the provisions of any previous contract, warranty or representation made or given relating to the Services.
- 35.3 The terms of this Agreement shall be treated as confidential by both parties and shall not be disclosed to any other party by the Customer unless required by lawful authority.
- 35.4 Parcelforce Worldwide may engage agents and/or subcontractors to perform all or any part of the Services.
- 35.5 The failure of either party to enforce or to exercise at any time or for any period any term of or right arising pursuant to this Agreement does not constitute and shall not be construed as a waiver of such a term or right and shall not affect the party's right to enforce or exercise it at a later date.
- 35.6 Parcelforce Worldwide may vary any of the provisions of this Agreement at any time (including charges) upon giving the Customer 14 days' notice. No variation of this Agreement shall be effective unless notified.
- 35.7 Nothing in this Agreement shall confer on any third party any benefit, or the right to enforce any provision of it which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
- 35.8 All rights, title and interest in the names and the logos of Parcelforce Worldwide now belong to and shall always belong to Royal Mail Group Ltd and/or its subsidiaries. The use of all or any of the names and the logos referred to above by the Customer for any purpose, without the agreement in writing of Royal Mail Group Ltd is strictly prohibited. Irrespective of the Customer's compliance with this clause any goodwill arising from the use by the Customer of all or any of the names and logos referred to above shall automatically accrue to Royal Mail Group Ltd, and the Customer shall at its own cost sign a confirmatory assignment of such goodwill if requested by Royal Mail Group Ltd to do so.
- 35.9 Royal Mail Group Ltd may assign the benefit of this Agreement to any of its subsidiaries or holding companies or any subsidiary of any of its holding companies (in each such case, from time to time and as defined by section 1159 Companies Act 2006 (as amended) provided that, in each such case, such assignee is incorporated and resident for tax purposes in the United Kingdom and holds any necessary regulatory requirements for such group member to accept such assignment and that no withholding tax will apply to any payment to be made by such assignee under this Agreement.
- 35.10 This Agreement shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matters arising under or in connection with this Agreement.
- 35.11 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of this Agreement which shall remain in full force and effect.
- 35.12 Further Specific Service Features may be set out in the Guide.
- 35.13 These Conditions of Carriage take precedence over all other provisions forming part of this Agreement. Although correct at 28 April 2014 Parcelforce Worldwide charges, compensation, destinations and other conditions are subject to revision from time to time, and services may be added or deleted.
- 35.14 Parcelforce Worldwide may contact you via the telephone to discuss your account and service portfolio. These calls may be recorded for quality and training purposes.
- 35.15 Parcelforce Worldwide may provide anonymised and aggregated information about its Customers to third party organisations for market research purposes. ParcelforceWorldwide will ensure that any such information does not contain any data specific to any customer of Parcelforce Worldwide.
- 35.16 Subject to the other provisions of this Agreement Parcelforce Worldwide and the Customer agree that they and/or anyone they employ and/or for whom they are responsible will comply with any applicable anti-bribery or anti-money laundering laws and/or regulations in connection with this Agreement and/or any related Services.
- 35.17 Where Parcelforce Worldwide reasonably considers that the Customer is in breach of Clause 35.16 they may immediately (in addition to any other rights they may have under this Agreement) by notice:
- 35.17.1 suspend any of the Services and/or compensation/refund arrangements; and/or
- 35.17.2 treat any Consignments as Undeliverable; and/or
- 35.17.3 terminate this Agreement, any Services and/or any accounts with the Customer, in each case without incurring any liability on the part of Parcelforce Worldwide.
- 35.18 Where Parcelforce Worldwide is in breach of Clause 35.16 the Customer may (in addition to any other rights they may have under this Agreement) immediately terminate this Agreement, any Services and any accounts with Parcelforce Worldwide by notice unless the breach of Clause 35.16 was by an employee of Parcelforce Worldwide who was not a director or senior officer nor acting with the consent or connivance of a director or senior officer or was by an agent or subcontractor of Parcelforce Worldwide and Parcelforce Worldwide arrange for that person to be removed from all involvement with this Agreement and any related Services within 30 days of Parcelforce Worldwide becoming aware of the breach.

parcelforce.com

Although correct as at April 2014, Parcelforce Worldwide compensation, destinations and other conditions are subject to revision from time to time, and services may be added or deleted. All prices detailed in this document exclude VAT, which will be added at the appropriate rate and be payable by the customer.

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