

Conditions of Carriage May 2018

Definitions

- 1.1 “Collectable” means something which has appreciated in value either due to its scarcity or to it being no longer in production.
- 1.2 “Consignment” means any one or more Parcel(s) sent at one time in one load to one address.
- 1.3 “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).
- 1.4 “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.
- 1.5 “Despatch” appreciate means the time when the Customer hands a consignment to our representative or agent (including a representative of Parcelforce Worldwide) for delivery under any of the Services, and “Despatched” shall be construed accordingly.
- 1.6 “Excluded Goods” means items that are excluded from compensation cover. These include fragile goods (including ceramics, glassware, lighting, TV/PC monitors and musical instruments), valuable goods (including antiques, Collectables, jewellery, diamonds and other precious stones and watches), money, tickets (including lottery tickets and tickets for any form of transport), perishable foodstuffs and articles, or any other item which is inherently particularly susceptible to loss or damage, or the market value of which is particularly variable, and any other excluded goods described under the heading “Compensation Exclusions” (or similar expression) at **parcelforce.com/customerinformation**, as updated from time to time.
- 1.7 “Guide” means a document or web page which sets out the services available to you.
- 1.8 “International Deliveries (and Global Deliveries)” means any deliveries which are not deliveries to an address in the UK. Deliveries to the Channel Islands are classified as International Deliveries
- 1.9 “Notification Service” means a service which we make available, whereby we agree to you (if a valid mobile phone number and/or email address has been provided by you), by SMS and/or email of certain details relating to the delivery and Despatch of Consignments.
- 1.10 “Parcel” means a package sent under any of the Services.
- 1.11 “Parcelforce Worldwide” and “Parcelforce” means Royal Mail Group Ltd trading as either Parcelforce Worldwide or Parcelforce and its appointed sub- contractors.
- 1.12 “Prohibited Goods” means items as identified under the heading “Prohibitions and Restrictions” (or similar expression) on **parcelforce.com** and/or at **parcelforce.com/customerinformation** which cannot be sent using the Services, 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, all as updated from time to time. “Recipient” means the addressee as designated on a Consignment.
- 1.13 “Restricted Goods” means items which can be sent using the Services but subject to certain restrictions and/or requirements as identified under the heading “Prohibitions and Restrictions” (or similar expression) on **parcelforce.com** and/or at **parcelforce.com/customerinformation**, both as updated from time to time.

- 1.14 “Royal Mail Group Ltd” means the company registered in England No. 4138203 and whose registered office is at 100 Victoria Embankment, London, EC4Y 0HQ.
- 1.15 “Services” means any Parcelforce Worldwide services offered to you by us. 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 this Agreement.
- 1.16 “Surcharges Guide” means the guide on surcharges attached at Appendix 1 and as contained in the Guide.
- 1.17 “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.
- 1.18 “UK” means England, Scotland, Wales, Northern Ireland, the Isle of Man and the Isles of Scilly.
- 1.19 “Undeliverable” means that we have been unable to deliver a Consignment, or in our opinion we consider that the circumstances are such that we should not attempt delivery(ies).
- 1.20 “Working Days” means Monday to Friday other than a bank holiday, public holiday, Good Friday, Christmas Day or 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.

Consignments

2. Collection, delivery and non-delivery

- 2.1** We shall provide the Services, (subject to availability) as set out in these Conditions of Carriage and our site. You acknowledge and agree that if we are unable to make a collection through no fault of our own, we 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** We are 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 of our vehicles and we shall not be obliged to accept Consignments which require special loading equipment unless similar equipment is to be made available by you at the Consignment's destination for unloading.
- 2.3** If we provide 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) you shall indemnify us against all losses, claims and demands including those that arise as a consequence of our negligence in relation to such services.
- 2.4** We reserve 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 our opinion 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 we accept a Consignment not complying with this Clause 2.4 that does not mean that we have waived your obligations pursuant to this sub-clause.
- 2.5** Where you have requested a collection and the Consignment(s) are not available for collection at the specified time and

place, we shall have the right to raise a charge as specified in the Surcharges Guide.

- 2.6** Where you have requested a collection of a Consignment and that collection request is cancelled on the same day that the collection was due, we shall have the right to raise a charge as specified in the Guide.
- 2.7** We 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 Recipient in person, and delivery may be made by handing a Consignment over to anyone at that address. If delivery cannot be completed at the specified address then:
- 2.7.1** you acknowledge and agree that we may at our 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 us;
- 2.7.2** if we 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
- 2.7.3** you agree 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.
- 2.8** We do not undertake to intercept a Consignment in transit before delivery has been attempted.
- 2.9** Except for Consignments sent where you have instructed that no signature is required, on delivery of a Consignment, we 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

Consignments

available for a period of 6 months from the date of delivery, subject to payment of the charge as then published. If a Consignment is one which does not require a signature, a signature may not be obtained by us.

- 2.10** Where the Recipient wishes to inspect or refuses to accept delivery of all or part of a Consignment, we shall have the right to return the whole Consignment to our premises or those of our agents or representatives and await your instructions.
- 2.11** We do not accept Consignments addressed to PO boxes within the UK. We will only accept Consignments to PO boxes (or local equivalent) or local post offices in a country, which is designated at **parcelforce.com / countries** as being a country where such Consignments are accepted.
- 2.12** If the first delivery attempt is unsuccessful, we 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 you must, within a reasonable period, either collect the Consignment from the location specified on the Customer Contact Card or contact us to arrange redelivery or redirection of the Consignment and you agree to pay any additional charges as levied by us in accordance with our policies in force from time to time.
- 2.13** If the Consignment is not collected within a reasonable period of time, it may be returned to you and we shall have the right to raise a charge as specified in the Surcharges Guide and Clause 2.16 will apply.
- 2.14** If an undelivered Consignment is held by us and is not claimed within a reasonable time of us leaving notification of the attempted delivery at the delivery address if practicable and/or of notifying the posting Customer, then we shall have the right to deal with the Consignment as we see fit.
- 2.15** We 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.
- 2.16** If a Consignment is Undeliverable for any reason, we may attempt to notify you to arrange for the return of the Consignment. If you cannot be contacted within 3 Working Days or fails to give instructions within a reasonable period of time as determined by us, we at our option, may return the Consignment to you, place the Consignment in a general order warehouse or Customs bonded warehouse or dispose of the Consignment. You 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 our fault.
- 2.17** If we are unable to make a delivery due to incorrect or missing documentation, we shall have no liability and shall be entitled to charge an administrative fee should we endeavour to obtain such corrective or complete information.
- 2.18** All Consignments which are transported by air are subject to screening processes for reasons of security. The contents of any Consignment which is being transported by air must be capable of being determined by such scanners. Where the contents of a Consignment cannot be determined using those scanners, then Clause 2.4 shall apply.
- 2.19** Where a Consignment is sent directly to a Post Office branch and that Post Office branch is unable to accept delivery, the Consignment will be held at the local Parcelforce Worldwide depot for a reasonable time pending collection or receipt of instructions for redelivery or delivery to an alternate address. If the Consignment is not collected or we do not

Consignments

receive any instructions from you, then Clause 2.16 will apply

- 2.20** For the purposes of this Clause 2, a “reasonable period of time” shall mean no longer than 18 days (if no payment is required) or 21 days (if a payment is required)..

Consignments

3. Prohibited and restricted goods

3.1 Prohibited Goods and Restricted Goods are described under the heading “Prohibitions and Restrictions” (or similar expression) on parcelforce.com and/or at parcelforce.com/customerinformation

3.2 You are responsible for ascertaining if the contents of any Parcel are prohibited or are subject to restrictions or specific requirements either within the UK or the country of destination for International Deliveries and shall comply with all requirements specified (e.g. particular packaging).

3.3 You 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 you comply with the restrictions and specified requirements set out on the Website and if you send or an attempt is made to send a Consignment containing any such Prohibited Goods or Restricted Goods, then:

3.3.1 we 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 you, and shall be entitled to charge you with the cost of destruction, disposal and all other reasonable costs incurred by us and in addition we may charge a surcharge (as may be specified in the [Surcharge Guide](#)) if we choose to return the Consignment.

3.4 We may deal with any Consignment that we consider hazardous or may present a danger (for example Prohibited Goods, suspicious packages or any perceived health and safety risk), as we see fit without incurring any liability whatsoever.

3.5 Under no circumstance are we 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.

3.6 We 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 you, 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.

4. Sanctions

4.1 You must ensure that any Parcel or Consignment you wish to send by any of the Services is not prohibited under applicable sanctions laws, for example because of its contents or Recipient. Sanctions laws include 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 parcelforce.com/sanctions

4.2 You are responsible for obtaining any licence required under applicable sanctions laws and (upon request) must provide us with acceptable evidence that it has been obtained. We will bear no responsibility if you or your agents send an item with the wrong licence required under sanctions laws.

4.3 You will indemnify and keep indemnified us, our employees, sub-contractors and agents against any loss or damage suffered or liability incurred as a result of you or your agents not complying with sanctions laws.

4.4 If we have reasonable suspicion that because of its contents a Parcel, Consignment does not comply with sanctions laws we may open that Parcel or Consignment or delay processing and delivery.

Consignments

4.5 If you sends or attempts to send a Parcel or Consignment which does not comply with sanctions laws we may deal with the Parcel or Consignment in our sole and absolute discretion (without incurring any liability whatsoever to the Customer or the Recipient) including destroying or otherwise disposing of such Parcel or Consignment in whole or in part or returning it to you, and shall be entitled to charge you the cost of disposal and all other costs reasonably incurred, and additionally a surcharge (as may be specified in the Guide) if we choose to return the Parcel or Consignment or any part of it.

5. Maximum weights and sizes

5.1 You shall comply with the following terms relating to maximum size limits:

5.1.1 UK deliveries. A Parcel must not exceed either of the following specifications: 1.5m length, and 3m length and girth combined. (2.5m length and 5m length and girth combined for express **48large**). 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. Any Parcel with dimensions greater than these will either be refused or subject to additional surcharges;

5.1.2 International Deliveries. Every Parcel must comply with the size limits in the country of destination as specified at parcelforce.com/countries.

5.2 You shall comply with the following terms relating to maximum weight limits:

5.2.1 UK deliveries. There is no limit to the weight of a multi Parcel Consignment, but individual Parcels must not exceed 30kg.

5.2.2 International Deliveries. Every Parcel must comply with the weight limits in the country of destination as specified

on parcelforce.com/countries.

5.3 If any Parcel exceeds the maximum sizes or weights as specified in Clauses 5.1 and 5.2 above, and we have accepted such Parcel and is able to process it through the our network, then we may raise an additional surcharge as specified in the Surcharge Guide.

5.4 Where a Parcel exceeds the maximum sizes or weights as set out in Clauses 5.1 and 5.2 above, and we are unable to process it through our network, then we reserve the right to either return the Parcel to the Customer or transfer it to a third party who specialises in the distribution of heavy and large items. Where a Parcel is transferred to a third party under this Clause 5.4, then we reserve the right to raise a charge for this service as specified in the Surcharge Guide.

6. Addressing, packaging and documentation

6.1 For specific packaging guidelines see parcelforce.com/customerinformation

6.2 You shall ensure that each Parcel is adequately packaged and shall label each Parcel with the correct complete postal address in a legible form, including (without limitation):

6.2.1 the postcode (or local equivalent) of both the Recipient and you;

6.2.2 the telephone number of both the Recipient and you. Where the Parcel is being sent as an International Delivery, the Recipient's phone number must be a phone number which is local to the destination country.

6.3 A PO Box address does not constitute a full postal address. Any Parcel which is addressed to a PO Box address will be considered incorrectly labelled and shall not meet the requirements of Clause 6.3. In specific countries a Post Office branch address is not a valid address, where this is the case, any Parcel which is addressed to a Post Office branch will be considered

Consignments

incorrectly labelled and shall not meet the requirements of Clause 6.3.

- 6.4 Where you are using the Notification Service and wishes for its Recipients to use the Notification Services, you must also provide the Recipients' valid email address (for email notifications) and/or valid mobile telephone number (for SMS notifications), as applicable.
- 6.5 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).
- 6.6 It is your responsibility to ensure that all barcoded labels are machine readable and not in any way obliterated or defaced.
- 6.7 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.
- 6.8 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.
- 6.9 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.
- 6.10 You shall not be liable for any damage arising out of changes in temperature or pressure.
- 6.11 For International Deliveries you shall prepare and attach all documentation as required by HM Revenue and Customs or as required by any overseas customs

authority (for example CP72). You recognise that failure to fully complete and sign the customs declaration (where applicable) may result in clearance delays. We may levy a charge if it has to retain your parcel whilst in customs process.

- 6.12 You recognise the right of international customs authorities to inspect Parcels and documentation, and for customs to instruct us or our agents worldwide to open any Parcel for examination and we shall incur no liability of any kind in relation to this. You authorise us or our agents to complete any necessary documentation for the purpose of customs clearance either in the UK or abroad, but also notes and accepts that we are not legally permitted to complete and/or sign individual customs declarations.
- 6.13 In accordance with applicable regulations in various jurisdictions both we and our agents may be required to undertake X-ray screening of consignments. We or our agents may undertake such screening and shall have no liability in respect of any resulting damage.

Financial

7. Charges

7.1 You shall pay to us 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 we provide any Services which are not specified in the Trading Agreement, then the charges for such Services shall be as specified in the Guide.

7.2 Any claim or counterclaim (including any claim for compensation or refund) by you shall not entitle you to defer, withhold or deduct payment of monies or settlement of liabilities incurred to us.

7.3 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 us, you shall on demand reimburse us with the amount paid together with any incidental expenses and clearance costs incurred, together with our handling charges current from time to time.

7.4 If a Recipient refuses to pay any customs charges, duties and/or handling fees due in respect of a Consignment and as a result, it or a part of it is not delivered, we shall not incur any liability and the Consignment (or relevant part) will only be returned to you if those charges plus return postage are paid by you in advance. We will contact you to advise of the charges and to obtain agreement to pay. If such agreement is forthcoming, you shall make payment at or to the local Parcelforce Worldwide depot, thereafter the Consignment (or relevant part) will be returned to you. Where you refuse to pay the charges, the Consignment (or relevant part) will be disposed of. You shall also pay to us such other charges, costs and expenses as may be incurred by us relating to the dealing with, or

disposal of, any such Consignment (or part).

7.5 If a Consignment is to be collected or delivered within a Surcharge Zone, we shall have the right to raise a surcharge as specified in the Guide.

Services

8. Service standards

8.1 Please note: Some service delivery timescales are extended when delivery is to be made to addresses in Zones 1, 2 and 3.

8.2 The Service standards for each of the Services shall be as set out in the Guide (or in any other publication issued by us setting out Service standards) and shall apply subject to Clause 9.

8.3 For the purposes of calculating service standards:

8.3.1 only Working Days will be counted. These may vary country by country, (including countries within the UK);

8.3.2 where we attempt to deliver a Consignment to the address shown on the Consignment Despatch Documentation, or on the Parcel, or an alternative address 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 we join a queuing or booking-in system operated at that address; and

8.3.3 subject to 8.3.2 above, where we have 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.

8.3.4 where a Recipient uses the Notification Service and instructs us 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.

8.4 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.

8.5 Where you have opted into the Notification Service, we shall use reasonable endeavours to provide the Notification Service requested and to deliver any Consignments in accordance with communications made to you through the Notification Service.

9. Re-specification of services

9.1 We reserve the right to withdraw, suspend and/or re-specify any Service (including compensation arrangements) from time to time.

10. globalexpress

10.1 All claims for loss, damage and delay must be received within 10 days of Despatch.

Liability

11. Data protection

- 11.1** We will only use the phone numbers, email addresses (and other Personal Data) of Recipients provided by you: (i) to enable us to provide the Services; and (ii) in the manner described in our Privacy Policy.
- 11.2** Subject to Clause 11.1, we will only disclose the Personal Data obtained in the course of providing the Services to third parties where it is necessary to do so in order to provide the Services and we will ensure that any such third parties are similarly restricted in their use of the Personal Data.
- 11.3** The Customer will inform any Recipient using the Services that their Personal Data will be used in the way described in Clauses 11.1 and 11.2.

12. Liability for loss, damage and delay

- 12.1** Subject to the provisions of this Agreement, we shall pay compensation to you for loss or damage caused by our 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 16.
- 12.2** 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 12, satisfaction of Clause 15 and all other relevant provisions of this Agreement.
- 12.3** 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 item(s). In any event, compensation shall not exceed the amount set out in the Compensation Table at Clause 16.
- 12.4** 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.
- 12.5** 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 you.
- 12.6** "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 us to deliver a Consignment at an alternative delivery time, such a time will be deemed to be the delivery time for the Service.
- 12.7** Save as referred to in Clauses 12.1 to 12.6, we shall not otherwise be liable to you 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.
- 12.8** We do 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 our liability in negligence for death or personal injury).
- 12.9** Our 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.
- 12.10** Any liability we may have not otherwise specifically provided for in these Conditions of Carriage, whatsoever and howsoever

Liability

arising, whether from contract, tort, (including negligence), breach of statutory duty or otherwise shall be limited as follows:

12.10.1 liability for death or personal injury, no limit;

12.10.2 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

12.10.3 liability arising from loss or damage to a Consignment (not otherwise provided for in these Conditions of Carriage) shall not exceed £50 and liability for delay, or arising from delay shall not exceed a refund of the Consignment Charges.

12.11 In addition to other compensation exclusions that are set out on the website at **parcelforce.com**, we shall not be liable to pay compensation for loss of, or damage to, or delay in respect of any Consignment:

12.11.1 due to latent or inherent defect, vice or natural deterioration of items; or

12.11.2 our failure or inability to attempt to contact you or the 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 our premises; or

12.11.3 due to your failure to properly pack any Parcel in accordance with our packaging guidelines, or the absence, inadequacy or failure of any packaging. We have no liability for loss or damage resulting from the failure to observe "package orientation" graphics (e.g. "UP" arrows, "THIS END UP" markings); or

12.11.4 if you send items in contravention of Clauses 3 and/or 4 or do not comply with any other relevant provisions of these

Conditions of Carriage; or if you fail to comply with your obligations under Clause 6.

12.11.5 due to any acts or omission of you or the Recipient or any third party delivery company who is engaged by you to deliver the Consignment to the ultimate recipient.

12.12 We shall not be liable to pay any refund for late delivery if:

12.12.1 the Consignment has not been packed adequately;

12.12.2 Consignments have been strapped together or bound to another parcel;

12.12.3 the Consignment contains Prohibited Goods or Restricted Goods where the restrictions have not been complied with or it includes parcels which are in breach of sanctions;

12.12.4 you have not complied with your obligations under Clause 6;

12.12.5 due to adherence to our policies to provide a copy of the delivery record or a copy of the signature obtained at delivery;

12.12.6 the Consignment is addressed to a PO Box address in contravention of this Agreement;

12.12.7 the Consignment has been sent to an address which is closed, or which only accepts deliveries at certain times of day or on certain days of the week;

12.12.8 the delivery was attempted on the due day for non-Timed delivery services, even if the attempt was made outside of our advertised delivery or working hours;

12.12.9 the Consignment was not delivered or no attempt was made to deliver the Consignment during the one hour time window advised to the Recipient through the Notification Service (provided the Consignment was delivered on the due day);

12.12.10 the Consignment(s) are returned to the sender after a failed attempt to deliver to the Recipient;

Liability

- 12.12.11** the Consignment requires collection by the Recipient;
- 12.12.12** the delay is caused by adherence to our policies regarding the payment of duties and taxes;
- 12.12.13** the customs documentation is incomplete or incorrect;
- 12.12.14** there is duty payable on the Consignment;
- 12.12.15** the Consignment is held up in a customs clearance process;
- 12.12.16** the Consignment is seized by a customs or governmental authority or by any regulatory agencies;
- 12.12.17** the Consignment is not in compliance with this Agreement and, as a result, the Consignment is not accepted by the international transportation service we have selected;
- 12.12.18** the Consignment is sent directly to a local Post Office overseas;
- 12.12.19** the Consignment is sent to a BFPO; or
- 12.12.20** it is indicated on the country-specific information that the delivery guarantee does not apply, or the Consignment is dispatched to a destination where the Service has been suspended.
- 12.13** You shall indemnify us from and against all losses, damages and claims suffered or incurred by us by virtue of any lack of authority by you to Despatch a Consignment.
- 12.14** We shall not be liable in respect of any Consignment where you, 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 we be liable in respect of any Consignment where any person misrepresents his authority to receive a Consignment on the Recipient's or your behalf.
- 12.15** We shall not be liable (whether for payment of compensation, refunds for delay or otherwise) for any failure of, or delay in the performance of our 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).
- 13. Sensitive documents and data**
- 13.1** 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 your risk and is excluded from compensation.
- 14. Force majeure**
- 14.1** We 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 our 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

15. Claims for compensation and refunds

- 15.1 We will require you to substantiate a claim for damage or partial loss by providing the Consignment, its contents and its packaging for inspection. Wherever possible, you are required to provide photographs of all internal and external packaging as at the time of delivery and make them available to us with the claim or within 5 days thereafter. We 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. We may make such investigations as we deem necessary to satisfy ourselves of the validity of the claim including requesting serial numbers and IMEI numbers for electrical items. You must keep the Consignment, its contents and its packaging until the claim has been resolved.
- 15.2 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 made on a fully completed claim form within 10 days of dispatch.

15.3 You must respond to any further enquiries made of you by us within 5 days. If the Customer does not respond to such enquiries within this timescale, we reserve the right to close the claim.

15.4 In the case of claims for loss and damage, we may take a reasonable amount of time to undertake investigations and search activity.

15.5 Where you have requested delivery of a Consignment to a third party for the purpose of that third party delivering the Consignment to the ultimate recipient, that third party's acceptance of the Consignment shall be proof that the Consignment was delivered undamaged and in accordance with these Conditions and the Guide.

15.6 As part of its security operations we 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 we shall have no liability for any resulting compensation or refund claims resulting from any loss, damage or delay even if arising from our 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.

16. Compensation and refund payments

16.1 We may make payments for Compensation for loss or damage and refunds for delay to you by credit. We reserve the right to recover from you monies paid for loss or damage compensation to you if items are subsequently delivered or recovered.

16.2 If any payments due to us are outstanding, then we shall have the right to withhold compensation or refund payments until such time as you have paid in full.

16.3 In the event an item is returned to sender through no fault of you, you can claim a whole refund of the postage paid. A whole or partial refund of postage will not be considered where any of the circumstances set out in Clauses 13.10 or 13.11 apply.

Compensation and Refunds

Services	Maximum Compensation included in the price for loss or damage per consignment	% of refund of Consignment charges for late delivery
express ⁹	£20 or £50 depending on service	100%
express ¹⁰	£50	100%
express ^{AM}	£50	100%
globalexpress	£50	100%
express ²⁴	£20 or £50	50%
globalpriority	£20	25%
europriority	£20	25%
express ⁴⁸ and ⁴⁸ large	£20 or £50	N/A
HM Forces	£20 per parcel	N/A

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

** Enhanced compensation is not available for **europriorityimport**, **globalpriorityimport**, **globalbulk** and **globalbulkdirect**.

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"

Appendix 1– Surcharges Guide

Surcharges

What is a surcharge?

Occasionally, Parcelforce may find your parcel is effectively larger or heavier than you declared for example, or it could be packaged incorrectly and hence require repackaging. As pricing depends on parcel details declared at booking, you'd see an underpayment charge - or surcharge - on your invoice.

Surcharge types

Main surcharges

Weight and/or dimensions discrepancy

If the declared weight or dimensions and the actual measurements differ, the actual cost from Parcelforce may be higher than the price quoted when you booked the service.

Oversized or overweight parcel

If you send a parcel over the following Parcelforce weight and dimensions limit, you will be charged a flat £40 surcharge:

Length exceeds 150 cm.

Weight exceeds 28 kg.

Length + girth exceeds 300 cm.

Other surcharges

Incorrect or incomplete address	£0.50 per consignment
Nothing to collect or cancelled collection**	£5.95 per consignment
Return to sender (UK Services)	£6.00 per consignment
Return to sender (International Services)	£20.00 per parcel
Booking in slot required at delivery address	£6.00 per consignment
Storage surcharge after 3 days	£0.50 per consignment per day
Remote collection	£3.95 per consignment
Packaging repair	£10.00 per consignment

Redelivery options

Redelivery to the same address	Free of charge
Collect from a Parcelforce Worldwide depot	Free of charge
Requested redelivery to a local Post Office	£1.00
Redelivery to a different address	£5.50
Redelivery on a Saturday	£12.00