

Terms & Conditions

Please read these Terms and Conditions with care and particularly clauses 3.2, 6, and 8, which set out the extent of our liability under these terms and conditions and provide for an indemnity by you in certain circumstances.

Standard Terms of Contract

1. Definitions

In these Terms and Conditions where the following terms are used, they shall have the following meanings:

- (a) **"Consignment"** means any item(s) of any sort which are, may be, or are intended to be, received by us from any one sender at an address for us to carry and deliver to any recipient at any other address.
- (b) **"The Collection Point"** means the address at which a Consignment is received or collected by us.
- (c) **"The Delivery Point"** means the address to which any Consignment is delivered by us.
- (d) **"The Excepted Risks"** means:
 - (i) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, or loot, sack or pillage in connection, and/or
 - (ii) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, and/or
 - (iii) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of the same, and/or
 - (iv) pressure waves caused by aircraft and other aerial devices travelling at the speed of sound or faster, and/or
 - (v) the absence, failure or inadequacy of the packing or packaging used for a Consignment.
- (e) **"The Service Order"** means the summary of the order, when displaying the price in the confirmation screen when entering a shipment in the shipping system.
- (f) **"This Agreement"** means these terms and conditions, together with the Service Order.
- (g) **"Us, We or Our"** means **THEPARCELSTORE Limited**, together with its directors, employees and any agents acting on its behalf.
- (h) **"You"** means the customer who is contracted with us as set out in the Service Order.
- (i) **"Service"** means the service and carriage of a Consignment by us in accordance with the particulars set out in the Service Order.

2. Our Obligations

2.1 We will carry out the Service(s) for you whilst this Agreement is in force, in return for the payment by you to us of the price set out in the Service Order and in accordance with the terms of this Agreement.

2.2 We shall have the right to make any changes to the Service(s) which are necessary to comply with any applicable law or safety requirement or which do not materially affect the nature or quality of the Service(s) and we shall notify you of any such changes.

2.3 We warrant that the Service(s) will be provided using reasonable care and skill.

3. Loading and Unloading

3.1 If collection or delivery of a Consignment takes place at your premises, we shall not be under any obligation to provide any equipment or labour which, apart from the Associate Carrier collecting the Consignment, may be required for loading or unloading of a Consignment.

3.2 Any Consignment (or part of a Consignment) requiring any special equipment for loading and unloading shall be accepted by us for transportation only on the understanding and condition that such special equipment will be made available at the Collection Point and the Delivery Point as required. Where such equipment is not available and if we agree to load or unload the Consignment (or part of the Consignment) we shall be under no liability or obligation of any kind to you for any damage caused (however it may be caused) during the loading or unloading of the Consignment. This includes any damage caused whether or not by our negligence and you shall agree to indemnify and hold us harmless against any claim or demand from any person arising out of our agreeing to load or unload the Consignment in these circumstances.

4. Collection and Deliveries

4.1 We will make one attempt to deliver a Consignment during normal working hours. If we cannot obtain a delivery receipt at the Delivery Point you agree that we shall be authorised to attempt to deliver the Consignment to, or obtain a delivery receipt from, an alternative address close to the Delivery Point and (if successful) we agree that we will leave at the Delivery Point details of the address to which we have delivered the Consignment. If we are unable to deliver, either to the Delivery Point or a nearby address, we shall return the Consignment to our premises and leave a request for the recipient of the Consignment to contact us to make alternative delivery arrangements to the Delivery Point. If the recipient does not contact us to arrange the alternative delivery within **7 days** we will return the Consignment to you at your cost (such cost to be discharged before delivery to you).

5. Sub-Contractors

5.1 You agree that we may use another carrier in order to support our provision of the services to you (this will be at our own expense) and you agree that both we and this other carrier shall be entitled to the protection of all of the terms of this Agreement which exclude or limit liability for any losses or damage.

6. Our Liability

YOUR ATTENTION IS DRAWN PARTICULARLY TO THIS CLAUSE AND THE LIMITS OF OUR LIABILITY WITHIN IT.

6.1 Where you deal with us as a consumer, nothing within these terms and conditions shall be deemed to affect your rights under the Unfair Contract Terms Act 1977. For the avoidance of any doubt, when you deal with us as a business the Unfair Contract Terms Act 1977 is hereby excluded to the fullest extent legally possible and you are further referred to additional terms relating to business clients set out below.

6.2 Nothing in this Agreement shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation.

6.3 As a responsible business, we will perform the Service(s) in a professional manner with the appropriate level of skill and care. However, damage to a Consignment may still occur as a consequence of our handling of it and in such circumstances, our liability shall be limited as set out in these terms and conditions. The reasoning behind this limitation of our liability is as follows:

- (a) The value of a Consignment and the amount of potential loss to you that could arise if a Consignment is damaged or lost is not something which we can easily ascertain but is something which is better known to you. In many cases it cannot be known to us at all and can only be known to you;
- (b) The potential amount of loss that might be caused or alleged to be caused to you is likely to be disproportionate to the sum that we could reasonably be expected to charge you for providing the Service(s) under this Agreement;
- (c) It is not possible for us to obtain cover which would give unlimited compensation for our full potential liability to all of our customers and, even if it were, such cover would be much cheaper if taken out by you (rather than us taking out such cover and passing the cost on to you) and on that basis, it is more appropriate for you to take out such cover;
- (d) We wish to keep the costs of providing the Service(s) to you as low as possible;
- (e) In light of the above we wish to limit our liability for any damage caused to you to levels which we consider proportionate to our low charges for providing the Services. These amounts are set out in clause 6.5;
- (f) In these Terms and Conditions, damage to you means any damage suffered by you (including any loss of, or damage to, a Consignment and any other loss, whether or not known to you or us or in either of our contemplation at the time of entering into this Agreement), however it arises but only so long as it is caused by our negligence, breach of duty or other wrongful act or omission (which includes any deliberately wrongful act or omission) and any breach of any the terms of this Agreement, or any terms implied by statute (where applicable);
- (g) We investigate all claims received by us in a fair and speedy manner, but such investigations are more accurate and are easier to perform soon after the loss or damage is alleged to have incurred and on that basis, the timescales set out in this Agreement are necessary to ensure that such investigations can be performed fairly.

The Extent of our Liability

6.4 We shall only be liable for damage or loss caused to you if it is caused by our negligence, breach of duty or other wrongful act or omission, and only subject to the limitations set out within this clause 6 and clause 7;

6.5 We shall not be liable to you under any circumstances for any direct or indirect loss (including, but not limited to loss of profits, or loss of goodwill) or for any other special or indirect losses, costs, damages, or claims which do not arise naturally as a result of our negligence, breach of duty, or other wrongful act or omission.

6.6 We shall not be liable to you under any circumstances where there are any material discrepancies (meaning more than 10% difference) between the declared dimensions and weights and the actual dimensions and weights.

The Limitation on the Amount of our Liability

6.7 If we are liable to you for any reason, we shall (subject always to clause 7) only be liable to you up to the following amounts in the following circumstances:

(a) **If we lose or damage all of a Consignment** we will be liable for a maximum of £50 (£10 per kg to a maximum of 5kg). If however this maximum figure is greater than the actual value of the Consignment then we shall only be liable for the full value of that Consignment;

(b) **If we cause you loss or damage arising in any other way**, a maximum of £50 in respect of any Consignment.

If you consider that the potential loss to you caused by the loss or damage of all (or part) of a Consignment would exceed the figures set out above you **must** arrange separate cover or insurance to cover such potential loss. If you do not do this then we shall not be liable to you for more than the amounts set out above and you shall be responsible for the risks in any amounts not covered through such cover or insurance (or lack of).

6.8 In order to ascertain the extent of our liability above, we shall require proof of the value and weight of the entire Consignment and any part or parts of it which make it up and you must ensure that, prior to our collection of the Consignment, you have a record of these. For the avoidance of any doubt, and without affecting clause 6.5, we shall only be liable for the replacement value of the Consignment and not for any sums that would amount to profit on the Consignment or applicable value added tax (or like tax) on such profit.

6.9 If a claim arises as a result of damage to the whole or part of a Consignment and if we settle the claim for a sum equal to or greater than the value of the Consignment, then we shall be entitled to claim ownership of the Consignment and deal with it as we see fit. For the avoidance of any doubt, we shall be responsible for the cost of recovery of the Consignment.

6.10 If you wish to combine a number of discrete packages you must do this within an outer box or packaging fully encompassing each discrete package. If you do not do this and any individual discrete package(s) come apart in transit resulting in one or more of them being lost, then once the remaining parcel(s) are signed for by the recipient, you accept that you cannot make a claim for loss or partial loss of that consignment.

Notification of Claims

6.11 We shall not be liable to you under any circumstances for any loss or damage unless you notify us by our **Support Ticket Management System** (via our shipping system) **within:**

- (a) **3 days** of delivery of the Consignment in the case of damage to all or part of a Consignment.
- (b) and in all other cases (including, but not limited to, loss of the whole of a Consignment) for loss of goods within **14 days** from when the Consignment was collected or received by us.

Special Provisions

6.12 (a) We shall not, in any circumstances, be liable to you for any damage caused arising directly or indirectly as a result of any of the Excepted Risks.

- (b) If at any time we are prevented or delayed from starting, carrying out or completing any of the Services because of a strike, lock out, labour dispute, weather conditions, traffic congestion, mechanical breakdown or obstruction of any public or private road or highway or any other cause beyond our control, you shall have no claim for damages against us for any loss that you may suffer as a result PROVIDED that, where the delay is caused by the mechanical breakdown of one of our vehicles, we shall use our best endeavours to provide a replacement vehicle with the minimum delay practicable.
- (c) We shall not in any circumstances be liable for any late delivery or missed delivery or failure to deliver caused by or contributed to by any deficient or ambiguous labelling of a Consignment and you agree to be responsible for ensuring that such labelling is clear and unambiguous.

Your Default

6.13 If our performance of any of our obligations under this Agreement is prevented or delayed by any act or omission by you or failure by you to perform any relevant obligation ("**Your Default**"):

- (a) we shall (without limiting our other rights or remedies) have the right to suspend performance of the Service(s) until you remedy Your Default and, and we shall have the right to rely on Your Default if Your Default prevents or delays our performance of any of our obligations;
- (b) we shall not be liable for any costs or losses that you may suffer that arising directly or indirectly from our failure or delay to perform any of our obligations; and
- (c) you shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from Your Default.

7. International Carriage

7.1 If we are requested to collect from, or deliver a Consignment to, a country outside of the United Kingdom our terms of liability (subject to clause 7.2 below) shall be governed by the relevant provisions of the Convention on the Contract for International Carriage of Goods by Road as set out in the Schedule to the Carriage of Goods by Road Act 1965 (as amended) ("the CMR Regulations") and, in particular, articles 17 onwards and those provisions shall be deemed to be incorporated into this Agreement and will apply in place of any inconsistent terms within this Agreement. We can provide a copy of these provisions if requested, but even if these are not requested you will be deemed to have read, understood and agreed to them and their incorporation into this Agreement.

7.2 If the carriage of any Consignment occurs by air travel and involves stopping in a country other than the country of departure then the Montreal Convention as amended shall be generally applicable to such part of the carriage as occurs by air and, in particular, our maximum liability in respect of loss of or damage to any such Consignment during air travel shall be limited to the amount set out in the Montreal Convention [namely £1,870 per ton of the gross weight (i.e. including any and all packaging) of the Consignment].

7.3 We shall not be responsible for any local customs charges, import taxes or duties or any similar charge(s) incurred through our carriage and/or delivery of any Consignment and you must satisfy yourself as to whether any of these charges will become due, and if so in what amounts, before completing an order with us. If any such charges become due as a result of our carriage and/or delivery of a Consignment on your behalf and are charged to us by any competent authority you agree to reimburse us fully in respect of the same within 7 days of our demand.

8. Your Indemnity

8.1 We shall assume, for the purposes of this Agreement, that you are the sole owner of every item dispatched in the Consignment but if any other person makes a claim against us for loss of or damage to any such items beyond our liability to you then you agree that you shall indemnify us against any losses or liabilities that we suffer through that claim (including all legal costs and expenses) and you agree that we shall have no liability to you in these circumstances, regardless of whether such claims exceed any limitations of liability set out in this Agreement.

8.2 You agree to indemnify us against any losses or liabilities that we may suffer through the loss of, or inability to deliver, a Consignment caused by deficient or ambiguous labelling of such Consignment.

8.3 You agree to indemnify us against any losses or liabilities that we may suffer through a breach by you of any of your obligations set out in clause 10.

9. Prepay Top-Up Account

- 9.1 At any time where we offer customers a system of payment on account, we shall refer to such system as “Top-Up” and the additional provisions of this clause 10 shall apply.
- 9.2 Your current Top-Up credit shall be separately recorded and the total balance of these credits shall be shown in your account through your shipping system account.
- 9.3 When you accept the Service Order our system will check your Top-Up credit. The price set out in the Service Order shall be deducted from the balance. If such deduction would result in a negative balance then we shall allow you credit to the set 'overdraft' amount as set in your account. We may set a minimum pre pay limit from time to time on any credit payments made to your pre pay account and these will be notified to you through our website (currently £20).
- 9.4 Any payment made on account under the Prepay system shall be deemed as a payment for services to be ordered from us. After the initial refund period described below our liability to you will be to provide services to the value of the account balance. Cash balances will not be returned except in cases where you received a defective service and requested a refund of the unused Prepay cash balance held on the account. Any such refund shall be provided subject always to the provisions of clause 6 and you complying at all times with your obligations under clause 10.
- 9.5 If you do not place any orders for a 6 month period we will send an e-mail to the address in your Account Details to remind you of your balance. This will be repeated at 12 months and 18 months. When a period of 24 months has passed with no orders placed we will assume that your account is no longer active, the Prepay balance will expire and you shall have no further claim to such balance (including in order to pay for services).
- 9.6 If you change your mind after making a payment on account you may request a refund by contacting our customer services using the details on the contact page of our website within 14 days of the transaction. In such cases the amount refunded will be the sum of the original payment less the value of any services ordered on account.
- 9.7 Refunds can only be made to the account used to make the original purchase and we will charge a minimum of £5 or 5% of the total refund (whichever is greater) towards our processing costs. Goodwill payments credited to your account will not be available to be refunded to you.

10. Your Obligations

10.1 You agree to:

- (a) ensure that the information you supply in the Order Schedule is complete and accurate;
- (b) co-operate with us in all matters relating to our provision of the Service(s);
- (c) provide us with access to your premises, office accommodation and other facilities as reasonably required by us if any of these are to be the Collection Point or Delivery Point;
- (d) provide us with such information and materials as we may reasonably require in order to supply the Service(s) and ensure that such information is accurate in all material respects.

10.2 You agree that we shall not be required, and that you shall not cause us, to carry anything if it would be illegal or unlawful for us to do so (either in the UK or any country to which a Consignment is to be delivered). You agree that should you do this, you will indemnify us against any losses and/or damage that we may suffer as a consequence.

10.3 We will not, without specific separate written agreement, carry: livestock; liquids; perishable goods; glass; gasses; pyrotechnics; arms; ammunition; corrosive; toxic; flammable; explosive; oxidising or radioactive materials. In addition we will not carry any items which are on our prohibited list.

10.4 We reserve the right to refuse to carry any parcels which are neither the property of, nor sent on behalf of, you.

10.5 You understand that:

- (a) All Consignments shall be accepted at the Delivery Point and that the recipient shall give our driver an appropriate receipt and you agree that this receipt shall be conclusive evidence of delivery of the Consignment by us. This clause 10.5(a) shall not apply where such receipt is obtained as a result of fraud, collusion or dishonesty on the part of our driver.
- (b) If there is a strike by any employees of yours, or the employees of any person receiving delivery, then you agree that our representative shall not be asked to perform any additional duties or any duties of a strike-breaking nature.

11. Miscellaneous

11.1 Unless specifically agreed otherwise, "working days" do not include Saturdays, Sundays or public holidays.

11.2 We will not provide any refund or reduction of charges if we receive less than the number of parcels for which you have contracted.

12. Nature of Agreement

12.1 This Agreement, the Order Schedule, the CMR Regulations and the Montreal Convention (so far as they are applicable) shall constitute the entire contract between us and you and the contract shall not incorporate, or be deemed to incorporate any provisions of any other documents. In addition, this contract and the documents referred to above shall supersede any previous contract, warranty or representation made or given by us relating to the Service(s) set out in the Order Schedule.

13. Variation

13.1 No variation, amendment or cancellation of the terms of this Agreement (other than the Order Schedule) shall be binding upon us unless and until it is confirmed in writing by a director of us and, for the avoidance of any doubt, it is declared that no person other than a director has authority to negotiate or enter into any commitment on behalf of us which would or might (but for this clause) involve us in any legal liability whatsoever.

14. Termination

14.1 This Agreement may be terminated by either party giving to the other one month's written notice of its desire to terminate this Agreement. This Agreement may also be terminated immediately if the other party breaches any of its obligations under this Agreement or (in the case of an individual) becomes bankrupt or (in the case of a company) goes into liquidation other than for the purposes of reconstruction or amalgamation, or has an administrator or receiver appointed over any of its or his property or income or make any deed or arrangements with or for the benefit of his or its creditors.

14.2 On termination of this Agreement for any reason:

- (a) you shall immediately pay to us all of our outstanding unpaid invoices and interest and, in respect of Service(s) supplied where the Consignment has been delivered but for which no invoice has been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt;
- (b) in respect of a Consignment which has already been paid for and which has been received but not yet delivered, then we shall deliver such Consignment in accordance with the terms of this Agreement;
- (c) in respect of a Consignment which has not been paid for but which we have received but not delivered, we shall return the Consignment to you.
- (d) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry; and
- (e) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

15. Applicable Law

15.1 This agreement and any dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales

15.2 You irrevocably agree, for our sole benefit that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual claims). Nothing in this clause shall limit our right to take proceedings against you in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions prevent us from taking proceedings in any other jurisdictions, whether at the same time or not, to the extent permitted by the law of that other jurisdiction