

DHL PARCEL UK LIMITED

**DOMESTIC PARCEL
CONDITIONS OF CARRIAGE**



	prevailing rates), in which event such Shipment shall become an Unclaimed Shipment. Unidentifiable and Unclaimed Shipments				
5.6.	The Sender acknowledges and accepts that DHL PARCEL cannot be expected to store all unidentifiable or unclaimed Shipments indefinitely. Accordingly, DHL PARCEL may sell, destroy or otherwise dispose of such Shipments provided that before doing so:				
5.6.1.	in the case of unidentified Shipments, DHL PARCEL has used its reasonable endeavours for a period of 6 weeks from the date that a Shipment is deemed to be unidentifiable to ascertain the identity of the sender or the recipient of such Shipment; or	6.1.6.	where Charges are expressed to be fixed for a period of time, such Charges are conditional on the Sender complying and continuing to comply with the agreed Monthly Traffic Profile throughout the fixed period. Failure to do so shall entitle DHL PARCEL to review such Charges and in its sole discretion vary such Charges pursuant to Condition 6.1.5;		
5.6.2.	where a Shipment is unclaimed or where the sender is identifiable, DHL PARCEL has given 6 weeks' written notice to the sender of its intention to sell, destroy or otherwise dispose of the Shipment and such Shipment is uncollected upon the expiry of such notice.	6.1.7.	the Sender shall pay invoices within 14 calendar days of the date of such invoice or such other period as may be agreed in writing and signed by the Sender and DHL PARCEL. For the avoidance of doubt the Sender acknowledges, agrees and accepts that:		
5.7.	DHL PARCEL shall not be obliged to seek the best price possible or market value in respect of any unclaimed or unidentifiable Shipment it elects to sell.	6.1.7.1.	nothing in these Conditions or the Customer Contract obliges DHL PARCEL to offer credit terms (including without limitation payment terms and trading or credit limits);	7.4.	Where the Sender is a carrier or otherwise resells DHL PARCEL Services to third parties, the Sender agrees to waive its rights in respect of any loss, damage or delay to a Shipment as consideration for preferential Charges. The Sender shall be responsible for resolving any claim by its own customer in respect of such Shipment and indemnify DHL PARCEL in respect of any losses or liability arising from claims by such customers against DHL PARCEL.
5.8.	In relation to unidentifiable Shipments that have been sold in accordance with Conditions 5.6 and 5.7 that are subsequently identified within 6 years of the date of sale as belonging to the Sender, DHL PARCEL shall remit to the Sender the proceeds of the sale minus DHL PARCEL's reasonable expenses incurred in storing and selling of the Shipment. Save as provided in the foregoing, DHL PARCEL shall not be liable to the Sender in any other respect relating to such Shipment. ServicePoint Returns – Standard and Home	6.1.7.2.	any such credit terms offered by DHL PARCEL is wholly at the discretion of DHL PARCEL and may be withdrawn by DHL PARCEL at any time upon written notice;	7.5.	Nothing in this Agreement limits either party's liability in respect of personal injury, fraud, fraudulent misrepresentation or otherwise to the extent where it is unlawful to limit its liability. Loss or Damage to Shipments
5.9.	The Sender acknowledges and accepts that ServicePoint Returns is:	6.1.7.3.	DHL PARCEL reserves the right to conduct checks on the Sender's credit background and review and revise such credit terms at any time if DHL PARCEL in its sole discretion deems it appropriate to do so; and	7.6.	All Shipments sent through the DHL PARCEL Network are subject to Standard Liability (which is included in the Charges for the Shipment) or Extended Liability (at additional cost). DHL PARCEL's liability is fault based, which means that DHL PARCEL is liable only where it is established that the loss or damage (or loss only in the case of ServicePoint Returns) is DHL PARCEL's fault. The Sender accepts that it is the Sender's responsibility to ensure that it either selects the appropriate liability scheme or makes its own arrangements as it is best positioned to know the value of the Shipment. DHL PARCEL's liability schemes are as follows: Standard Liability
5.9.1.	only available to those Senders who specifically enter into a Customer Contract specifying access to this particular Service Option, which allows a Recipient to either deposit a Shipment at a ServicePoint ("Standard"), or request that DHL PARCEL collect from the Recipient's address ("Home") for onward delivery by DHL PARCEL to the Sender;	6.1.7.4.	DHL PARCEL shall be entitled to suspend the provision of the Services at any time in the event that DHL PARCEL in its sole discretion determines that the Sender is or is likely to breach such credit terms;	7.6.1.	In the event of loss or damage (or loss only in the case of ServicePoint Returns), DHL PARCEL's liability will be calculated on the basis of the weight of the Shipment at a rate of £10.00 per kilogram up to a maximum of £10,000 per Shipment. Extended Liability
5.9.2.	intended to facilitate the return of Shipments containing goods that may be used or damaged, therefore the Sender shall not hold DHL PARCEL liable in any way whatsoever for any damage to Shipments howsoever caused. For the avoidance of doubt, DHL PARCEL shall be liable to the Sender for any ServicePoint Returns Shipments that are lost through the fault of DHL PARCEL in accordance with the selected liability scheme set out in Condition 7.6;	6.2.	Notwithstanding any provision to the contrary in these Conditions or the Customer Contract, DHL PARCEL reserves the right to recover any additional costs it incurs as a result of continuing to perform its services to the Sender arising from or connected with any event or circumstance falling into Condition 7.2.4.	7.6.2.	The Sender may purchase Extended Liability from DHL PARCEL in units of £1,000 and it may purchase a maximum of 10 units in respect of any Shipment. In the event of loss or damage, DHL PARCEL's liability will be calculated on the Value of the Shipment up to the maximum amount determined by the number of units purchased in respect of the affected Shipment. For the avoidance of doubt, Extended Liability is not available for ServicePoint Returns. Claims Process
5.9.3.	not a time sensitive service and while DHL PARCEL shall use its reasonable endeavours to return Shipments to Senders within indicated timeframes, such timeframes are purely illustrative and DHL PARCEL is under no obligation to must return Shipments within such indicative timeframes;	6.3.	The Charges are exclusive of VAT, which if chargeable will be payable by the Sender at the prevailing rate then in effect at the relevant tax point;	7.7.	The Sender accepts that it is important, where loss or damage occurs, that it must be reported quickly so that DHL PARCEL can investigate and determine whether such loss or damage is its fault when the most evidence exists.
5.9.4.	only available during Working Days, and therefore references to days or transit times in this Service Option do not include weekends and public holidays;	6.4.	The Charges do not include any tax, duty, storage charges, or other charges or expenses which may be levied on the Shipment. The Sender agrees that it is the Sender's responsibility to ensure it fully pays any such tax or other charges.	7.8.	The Sender shall for each Shipment it wishes to claim for, follow and comply with the Claims Process set out at https://www.dhlparcel.co.uk/en/business-users/support-hub/business-support.html and shall irrevocably waive any rights or remedies it has at law or under contract with respect to that Shipment in the event that it fails to comply with the Claims Process, excepting where such failure is attributable to the fault of DHL PARCEL. The Sender agrees that DHL PARCEL may levy an administration charge to cover the cost of administering any claim, the amount of which is set out in the Claims Process and may be amended from time to time.
5.9.5.	subject to daily cut-off times after which any Shipments accepted by a ServicePoint or collected by DHL PARCEL (Home) will not be processed until the following Working Day;	6.5.	Without prejudice to any of DHL PARCEL's rights, if the Sender fails to pay any sum payable to DHL PARCEL by its due date DHL PARCEL may:	7.9.	The Sender acknowledges and agrees that all title and rights it holds over the Shipment shall automatically transfer to DHL PARCEL upon payment of compensation by DHL PARCEL to the Sender, excepting where the purpose of such compensation is to cover the cost of repair in case of damaged Shipments. Upon receipt of such payment, the Sender shall do all that is necessary to transfer possession title and rights in the Shipment to DHL PARCEL. Delay
5.9.6.	subject to weight and dimension restrictions (as may be amended by DHL PARCEL from time to time). The Sender shall check the applicable restrictions then in effect and ensure that Shipments do not exceed the weight and dimensions set out in this Condition 5.9.6; and	6.5.1.	suspend provision of the Services;	7.10.	DHL PARCEL shall only be liable for any delay to the extent that the same arises from the fault of DHL PARCEL. In the event a Shipment is delayed due to DHL PARCEL's fault, it may, subject to the provisions in the Customer Contract:
5.9.7.	in the case of Standard Shipments, subject in all cases to the ServicePoint electing to accept the Shipment for return. The Sender further acknowledges that a ServicePoint (being an independent agent) reserves the right to refuse to accept a Shipment for return if it reasonably believes that the Shipment does not comply with these Conditions. DHL PARCEL shall not be liable to the Sender or any third party in respect of any losses arising from or connected with a ServicePoint's reasonable exercise of such right.	6.5.2.	set off any amount (irrespective of whether they have been invoiced or payable) DHL PARCEL may owe the Sender against any sums the Sender owes to DHL PARCEL;	7.10.1.	upgrade the Service Option of the Shipment at DHL PARCEL's expense in order to minimise the delay as much as possible; or
5.10.	The Sender shall ensure and procure that all Shipments that are returned through ServicePoint Returns (whether Standard or Home) by Recipients comply with Condition 5.9 and accepts that DHL PARCEL shall not be liable to the Sender or any third party for any loss, damage, or delay arising from or connected with a Shipment that fails to comply with this Condition 5.10.	6.5.3.	charge interest on all such outstanding sums at an annual rate of 8% over the Bank of England base rate in effect on the due date; and	7.10.2.	issue a refund in accordance with the Late Delivery Scale set out at https://www.dhlparcel.co.uk/en/business-users/support-hub/business-support.html
5.11.	The Sender shall indemnify DHL PARCEL and hold it harmless against any losses, damages, fines, costs (including reasonable legal costs), awards, judgments and orders arising from or connected with the failure of the Sender (or Recipient) in complying with Conditions 5.9 and 5.10.	6.5.4.	recover any costs and expenses, including legal expenses, incurred in collecting such outstanding sums on an indemnity basis.	7.11.	The Sender agrees that the provisions in Condition 7.10 shall be the Sender's sole remedy with respect to a delay in the provision of the Services.
6. Pricing Payment and Invoicing		6.6.	DHL PARCEL Services are provided on a 'pay first, dispute later' basis. The Sender agrees that it will pay DHL PARCEL's invoices as they fall due without set off or withholding, even if it disputes such invoices. If the Sender withholds any sums, it shall do so (unless in compliance with a legal requirement) in breach of this Condition 6.6 in which event, the Sender agrees that DHL PARCEL may recover such sums from it and the Sender shall reimburse DHL PARCEL in full on an indemnity basis, DHL PARCEL's costs in taking such recovery action.	8. Termination	
6.1.	Unless otherwise stated in the Customer Contract:	6.7.	If the Sender wishes to query or dispute an invoice, it must raise that with DHL PARCEL in writing within 20 days of the date of the invoice as the sooner DHL PARCEL receives a query or dispute, the easier it is for DHL PARCEL investigate and resolve it. If a query or dispute is not received within the time period set out in this Condition 6.7, the invoice will be deemed as undisputed and Sender agrees to waive any right to query or dispute such invoice at a later date	8.1.	Subject to the provisions set out in the Customer Contract, any agreement between the Sender and DHL PARCEL may be terminated by either party by the giving of 14 calendar days' written notice.
6.1.1.	the basis of the Charges is calculated and invoiced on the information provided by the Sender to DHL PARCEL pursuant to Condition 4.5 (the "Required Information"), subject to Conditions 6.1.2 to 6.1.4; and	7. Liability		8.2.	DHL PARCEL may terminate any or all agreements with the Sender immediately if the Sender:
6.1.2.	notwithstanding Condition 6.1.1, DHL PARCEL may adjust the Charges where:	7.1.	In the event that a Shipment is lost, damaged or delayed by DHL PARCEL, the following provisions in this Condition 7 shall apply, unless stated otherwise in the Customer Contract.	8.2.1.	becomes, or is reasonably likely to become insolvent, bankrupt, or has appointed over it a receiver, liquidator, or otherwise enters into an arrangement (voluntary or otherwise) with its creditors;
6.1.2.1.	the actual volumes of Shipments collected exceed that indicated by the Required Information; and/or	7.2.	DHL PARCEL shall not be liable to the Customer or any third party in respect of any loss, damage or delay that results from or is connected with any:	8.2.2.	commits a material breach of any of its obligations in such agreement that is not remedied within 14 calendar days' of such breach being brought to the Sender's notice;
6.1.2.2.	the actual weight (whether deadweight or volumetric weight) and/or dimensions of Shipments collected exceed those indicated by the Required Information; and	7.2.1.	negligent act or omission, misstatement, or misrepresentation by the Sender;	8.2.3.	Unless otherwise stated in the Customer Contract, DHL PARCEL reserves the right to close down sender accounts which it considers to have become dormant or unused for a period of time. Any agreement (including the Customer Contract) between the Sender and DHL PARCEL shall automatically terminate upon the closing down of the Sender's account(s).
6.1.2.3.	for the avoidance of doubt, Charges shall be always calculated on whichever is the greater of a Shipment's actual (dead), volumetric, or declared weight; and	7.2.2.	failure of the Sender to comply with these Conditions or the Customer Contract;	8.2.4.	Termination of an agreement between the Sender and DHL PARCEL for whatsoever reason shall not affect the accrued rights and remedies of either party at the time such agreement was terminated.
6.1.3.	the Sender acknowledges and accepts that Shipments that are collected for which the Required Information has not been provided to DHL Parcel in good time prior to collection shall:	7.2.3.	fraud or dishonesty on the part of the Sender, Recipient, or any person authorised (or claiming to be so) to make available or receive the Shipment on the Sender or Recipient's behalf; or	9. Data Protection	
6.1.3.1.	be deemed to be 'extras' and shall be processed and delivered on a standard next business day 'non signature mandatory/leave safe' Service Option, irrespective of the Service Option the Sender may have intended such Shipment to be delivered under; and	7.2.4.	circumstances outside of DHL PARCEL's reasonable control (whether foreseeable or otherwise), including without limitation: acts of God, acts of government or other authorities, war, riot, civil disturbance, malicious damage to property, blockades, industrial action (not involving DHL PARCEL employees), compliance with law, order, rule, regulation or direction, seizure under legal process, national emergency, pandemic or epidemic, fire, flood, tempest, storm or other weather conditions making provision of the Services impracticable, accident, breakdown of plant and machinery (excepting where such breakdown results from a failure to ensure proper maintenance), or default of suppliers (including without limitation fuel) or sub-contractors. For the avoidance of doubt, the Sender accepts and agrees that in circumstances that fall within this Condition 7.2.4, DHL PARCEL shall be entitled, notwithstanding any provision to the contrary in these Conditions or the Customer Contract to take whatever action it deems (in its sole discretion) appropriate to maintain its network and continue performing its services to customers in such circumstances including without limitation implementing new processes, procedures, policies, service options and charges, or amending, suspending or withdrawing existing processes procedures, policies, services options, and charges.	9.1.	For the purposes of this General Condition 8, the term "Data Protection Legislation" shall mean: (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation (EU) 2016/679 ("GDPR") and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 2018 and the term "Applicable Laws" shall mean: the laws of any member of the European Union and the laws of the European Union applicable to DHL PARCEL or its parent company.
6.1.3.2.	DHL PARCEL may, in its sole discretion levy an administration charge in respect of its costs in processing and delivering Shipments for which the Required Information has not been provided by the Sender for whatsoever reason.	7.3.	Neither party shall be liable to the other in respect of any economic loss, including loss of profits, business, revenue resulting from loss of use, sale, market, goodwill, data, costs of providing any alternative means of transport, whether directly or indirectly and whether caused negligently or otherwise or caused by or connected to a breach of these Conditions, the Customer Contract, or some other failure to perform the	9.2.	The Sender acknowledges that with respect to the provision of the Services, DHL PARCEL is a data controller in its own right in relation to any personal data provided to it in order to facilitate performance of the Services.
6.1.4.	The Charges are based on a single attempt to collect and deliver only. Further attempts to collect and/or deliver shall be charged at DHL PARCEL's then prevailing rates;				
6.1.5.	DHL PARCEL may vary the Charges at any time on 14 calendar days' prior notice, at which point if the Sender continues to use DHL PARCEL's Services, such use will constitute acceptance of the amended Charges;				
					9.3. It may be necessary from time to time for DHL PARCEL to perform credit checks on the Sender and accordingly the Sender consents for DHL PARCEL to use information about and provided by the Sender for this purpose.
					10. General
					10.1. DHL PARCEL does not contract as a common carrier and to the extent that DHL PARCEL may be considered a bailee under law, the terms of any such bailment shall the terms of these Conditions and the Customer Contract. Any Shipment accepted for transit is accepted on these terms to the exclusion of all other terms and conditions whether put forward by the Sender or implied by law (insofar as exclusion of the same is lawful). Delivery of a Shipment to DHL PARCEL by the Sender shall be conclusive evidence of the Sender's acceptance of these terms.
					10.2. These Conditions are personal to the Sender and unless otherwise stated in the Customer Contract, it may not assign, novate, license or sub-contract any of its rights or obligations under them without DHL PARCEL's written consent.
					10.3. These Conditions will apply in place of all warranties, conditions, terms, representations, statements, undertakings and obligations whether expressed or implied by statute, common law, custom, usage or otherwise, all of which are excluded to the fullest extent permitted by law.
					10.4. It is not intended that these Conditions or any contract created on the basis thereof will be enforceable by any third party, unless expressly provided for in these Conditions.
					10.5. The provisions of these Conditions are severable and distinct from one another, and if at any time any provision is or becomes unenforceable, the validity, legality or enforceability of the other provisions will not in any way be affected or impaired.
					10.6. Communications and notices given by either party to the other should be addressed in the case of DHL Parcel, to its registered address at 120 Buckingham Avenue, Slough, Berkshire SL1 4LZ and in the case of the Customer, to the address as stated in the Customer Contract, or otherwise to such other addresses as may be agreed between the parties. For the avoidance of doubt, DHL PARCEL reserve the right to serve notices by way of invoices whether sent by post, courier, personal service or through electronic means. Communications and notices shall be deemed served a) on the second working day (e.g. not a Saturday, Sunday or public bank holiday in England) after the date of posting if by post; and b) on 17.00hrs on the day of delivery if by personal service or by courier; and c) in the event that DHL PARCEL elects to send a notice via invoice, on the date of such invoice.
					10.7. Unless otherwise stated in the Customer Contract, the parties agree that these Conditions are governed by English law and the parties submit to the exclusive jurisdiction of the English Courts.