

DHL PARCEL UK LIMITED

**DOMESTIC PARCEL
CONDITIONS OF CARRIAGE**



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1. Scope

- 1.1. DHL PARCEL's services are subject to different conditions of carriage depending on the nature of the particular services. These Domestic Parcel Conditions (the "Conditions") apply to all DHL PARCEL services where Shipments are both collected and delivered wholly within territories forming part of England, Scotland, Wales, and Northern Ireland and are intended to be read in conjunction with any additional terms set out either in a rate agreement, bespoke agreement, and/or side letter agreement (the "Customer Contract").
- 1.2. These Conditions, together with the Customer Contract form the entire agreement between you (the "Sender") and DHL PARCEL. Each party acknowledges that it has not relied on any representation, whether oral or in writing save as expressly incorporated in these Conditions or the Customer Contract, and accordingly, no contractual terms shall be valid unless they are expressly set out in writing in the Customer Contract or in these Conditions.
- 1.3. For the avoidance of doubt, the Sender agrees that any instructions it or a Recipient might give in respect of the manner in which Shipments are collected or delivered in the course of using DHL PARCEL's services shall not constitute legally binding contractual obligations. Notwithstanding the foregoing, DHL PARCEL shall use its reasonable endeavours to accommodate such instructions where reasonably possible and appropriate to do so.
- 1.4. In the event of any conflict between the terms in these Conditions and the Customer Contract, terms of the Customer Contract shall prevail.

2. Defined Terms

In these Conditions the words below shall have the following meanings unless the context requires otherwise:

Account	means the DHL PARCEL account set up for the Sender;
Account Number	means the number assigned to the Account or the number assigned to any subsidiary accounts set up for the Sender as applicable;
Address Label	means an address label, whether produced from DHL PARCEL software or otherwise, that is in a format and contains such information as is required and approved by DHL PARCEL;
Agreed Collection Window	means the period of time as stated by the Sender in a Shipment note, or as may be stated in the Customer Contract during which a Shipment may be collected;
Alternative Address	means an address other than the Delivery Address that has been specified by the Sender, or the Recipient;
BFPO	means the British Forces Post Office;
Charges	means the rates and prices for the DHL PARCEL services selected by the Sender and set out in the Customer Contract;
Child Account	means a secondary or subsidiary Account linked to the Sender's main or Parent Account;
Claims Process	means the DHL PARCEL claims process as published and amended from time to time;
Collection Address	means the Sender's address set out in the Customer Contract from which Shipments are to be collected;
Conditions	has the meaning attributed to it in Condition 1.1;
Customer Contract	has the meaning attributed to it in Condition 1.1;
Dangerous Goods	means any items that are classified as dangerous under the United Nations Recommendations on the Transport of Dangerous Goods ("UNRTDG"), the European Agreement Concerning the International Carriage of Dangerous Goods by Road ("ADR"), the International Civil Aviation Organisation Technical Instructions, the International Air Transport Association Dangerous Goods Regulations or any other national or international legislation, rules or guidance relating to the transport of dangerous goods by rail, road, air or sea, and any other items that DHL PARCEL considers as dangerous to transport;
Delivery Address	means the address set out on the Address Label to which the Shipment is to be delivered;
Extended Liability	has the meaning attributed to it in Condition 7.6;
Late Delivery Scale	
Neighbour	means a property within a reasonable vicinity of the Delivery Address taking urban density into account including without limitation properties immediately adjacent or opposite to the Delivery Address, or properties within a reasonably short drive or walk;
Parent Account	means the Sender's principal Account from which Child Accounts may be created and linked;

Peak Period	means any period of customary peak demand on DHL PARCEL's services including without limitation holiday periods, special occasions, retail events, and the period between 1 October until 31 December of each year;
Peak Period Plan	means the agreed plan between the Sender and DHL PARCEL setting out the arrangements for volumes, collection and delivery of Shipments during a Peak Period, including without limitation, volume caps, adjustment of delivery times, and frequency of collections;
POD	means Proof of Delivery, a confirmation of the Recipient or Receiver's signature to supplement DHL PARCEL's records with respect to the delivery of a Shipment;
Prohibited Goods	means any items which DHL PARCEL will not and cannot carry in any quantity whatsoever because doing so would be illegal, or which DHL PARCEL has otherwise designated as items that DHL PARCEL does not wish to carry. Items include without limitation, illicit substances, drugs, medicines, radioactive material, firearms (even replicas, blank firing, imitations), explosives, munitions (even dummies, or otherwise deactivated), flora, animals, animal parts, livestock, insects, tobacco or tobacco products;
Recipient	means the person named on the Address Label for whom the Shipment is intended;
Receiver	means any person at the Delivery Address, Alternative Address, or Neighbour who indicates that they are willing to and physically receives the Shipment on behalf of the Recipient;
Restricted Goods	means such goods or types of goods for which it is contrary to DHL PARCEL policy then in effect to carry, including but not limited to goods that are, or contain ammunition or any type, firearms of any kind (including replica, antique, and blank firing), any items contrary to legislation (including without limitation the Offensive Weapons Act 2019), live animals; liquids (other than printer cartridges and refills); foods (other than cereal and dried foods); alcohol; alcoholic beverages; drugs; medicines; plants; vegetation; flora; and such other items that DHL PARCEL may designate as being Restricted Goods from time to time;
Service Option	means a particular Service offered by DHL PARCEL setting out the manner in which a Shipment will be delivered;
ServicePoint	means an independent agent acting on behalf of DHL PARCEL to provide facilities to receive Shipments and make them available for collection by the Recipient, Receiver, or return to Sender;
ServicePoint Returns	means a particular Service offered by DHL PARCEL where Shipments may be deposited at ServicePoints for return to the Sender;
Sender	means the person or legal entity set out in the Customer Contract using DHL PARCEL's Services.
Shipment	means the parcel or parcels grouped under the same Shipment Number intended for delivery at the same Delivery Address on the same occasion;
Shipment Note	means the order raised by the Sender through DHL PARCEL's systems requiring the Services;
Shipment Number	means the unique number assigned to a Shipment by DHL PARCEL for the purposes of identifying said Shipment. Also known as "Consignment Number";
Unclaimed Shipment	means a Shipment for which the Sender or Recipient can be identified but neither are able or willing to collect such Shipment from DHL PARCEL for whatsoever reason;
Unidentifiable Shipment	means a Shipment for which DHL PARCEL, using reasonable endeavours, cannot identify either the Sender or the Recipient;
Unsuitable Goods	means such items that are, by their nature or design, delicate, fragile, prone to perishment, or may otherwise be unsuitable for travelling through a loose load network where Shipments may be shunted, shaken, stacked, or collide with other Shipments, even if reasonable precautions are taken with the respect to the packaging used, or items and categories that DHL PARCEL designates as unsuitable for transport;

Valuable Goods	means any items that are irreplaceable or not easily replaced, or have sentimental value, or which could easily be used by persons other than the Sender or the intended recipient. Examples include without limitation: precious metals, stones or gems, cashiers/travellers cheques, bearer instruments, stored value cards (including pre-loaded cards and top-up cards), credit/debit cards, important documents (passports, birth/marriage certificates, share certificates), stamps, antiques, unprotected furniture, artwork, jewellery (other than costume jewellery);
Value	means either the cost value of the item at which it was originally purchased or manufactured (as applicable), or the open market value (on a like for like basis, not new for old) of the item, whichever is the lowest. Where the item is a cheque, voucher, stamp, stored value card or similar item, the Value of such items shall be the actual cost of re-issuing the cheque, stamp, voucher, stamp, card, or similar item.

- 2.1. In these Conditions, the following rules apply:
 - 2.1.1. a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
 - 2.1.2. a references to a party includes its personal representatives, successors or permitted assigns;
 - 2.1.3. a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted; and
 - 2.1.4. any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

3. The Sender's Account

- 3.1. Prior to the commencement of trading, DHL PARCEL shall set up an Account for the Sender and assign an Account Number.
- 3.2. Where the Sender wishes or DHL PARCEL deem it appropriate to segregate Shipments received under the Sender's Account, for example for the purposes of keeping track of Shipments intended for particular areas or collected from certain addresses, DHL PARCEL may assign subsidiary Account Numbers ("Child Account") under the Sender's Account (also known as the "Parent Account" where Child Accounts have been created).
- 3.3. In the event that there has been, in DHL PARCEL's reasonable opinion, little or no activity under any Account Number for at least six months, DHL PARCEL shall be entitled to suspend or close that Account Number or review and revise the Charges. In the event that the Account Number in question is that of the Parent Account, DHL PARCEL shall be entitled to suspend or close the Parent Account by giving 14 days' prior written notice, and also review and revise the Charges. For the avoidance of doubt, closure of the Parent Account shall automatically terminate the Customer Contract.
- 3.4. The Sender agrees that it is the Sender's responsibility to ensure that its details in its Account are up to date and accurate. Failure to comply with this condition 3.4 shall entitle DHL PARCEL to terminate the Customer Contract for cause by giving written notification to the address stated in the Account.

4. Shipments

- 4.1. The Sender warrants that it is either the owner of, or is otherwise legally authorised to dispose of all Shipments it requests DHL PARCEL to collect and/or deliver under the Customer Contract. The Sender shall ensure that and duly warrants that Shipments:
 - 4.1.1. shall not contain (subject to Condition 4.1.3) any Prohibited Goods, Restricted Goods, Unsuitable Goods, Dangerous Goods, Valuable Goods, or out of scope items;
 - 4.1.2. shall comply with all applicable laws both in respect of the Shipment and the circumstances for which the Shipment forms part, including any sale of contract of which the Sender is party to;
 - 4.1.3. in the case where the Sender wishes to send Shipments containing Restricted Goods or items that are otherwise outside the scope of these Conditions and/or the Customer Contract, shall only contain such items that DHL PARCEL has agreed in writing to carry. By way of example, where the Customer Contract states that the nature of Shipments to be carried are clothes, Shipments that contain anything other than clothes (e.g. electrical items) shall be deemed to be out of scope unless DHL PARCEL has expressly agreed in writing to carry such items;
- 4.1.4. shall be properly labelled with an Address Label securely affixed in a position that allows such Address Label to be clearly and legibly read;
 - 4.1.5. shall not exceed the maximum weight and dimensions that would render such shipment, in DHL PARCEL's reasonable opinion, to be unsafe for a single person to handle. For the avoidance of doubt, any failure by the Sender to comply with this Condition 4.1.5 shall entitle DHL PARCEL to take whatever measures it deems reasonable at the Sender's cost, including without limitation levying a surcharge for handling such non-compliant Shipments; and
- 4.1.6. shall be properly packaged using material that is appropriate to and designed for the purpose of protecting the Shipment and its contents from the ordinary risks associated with transportation through a loose load network where the Shipment may be shunted, stacked, or collide with other shipments during sortation and transportation. For the avoidance of doubt,

marking Shipments to indicate fragility, correct orientation and/or handling instructions, or the use of shock labels, does not constitute proper packaging or valid instructions. The Sender acknowledges and accepts that such markings on Shipments have no value whatsoever and DHL PARCEL shall be entitled to disregard such markings.

4.2. For the avoidance of doubt, original manufacturer's packaging of items forming a Shipment shall be considered an integral part of such item. The Sender shall ensure that the original manufacturer's packaging of an item is protected as if it were the item itself.

Information Requirements

4.3. The Sender acknowledges and agrees that it shall provide DHL PARCEL with accurate information both at the time of requesting a Service and upon request in good faith and in a timely manner. The Sender agrees that DHL PARCEL shall not be liable for any loss, damage, delay or mis-delivery that arises from any defective information or failure to provide in accordance with this Condition 4.3.

4.4. The Sender acknowledges that in addition to making a Shipment available for collection, the provision of all relevant information required by DHL PARCEL prior to the collection of such Shipment is critical in helping to ensure that the Services are provided and charged for in a timely and efficient manner.

4.5. The Sender shall ensure that in respect of each and every Shipment:

4.5.1. all information required by DHL PARCEL to provide the Services (including without limitation any manifest, pre-notification, and data file) is provided in good time prior to the collection of such Shipment; and

4.5.2. the information the Sender provides pursuant to Specific Condition 4.5.1 is true, complete, and accurate.

4.6. The Sender further acknowledges and accepts that any failure on its part to comply with Specific Condition 4.5 may lead to errors in both the delivery and the charging of Shipments in which event DHL PARCEL shall not be liable to the Sender for any delay to the Shipment and further shall reserve the right to:

4.6.1. take any and all such action as it deems to be reasonably necessary in order to perform the Services at the Sender's cost; and

4.6.2. at its discretion, to charge the Sender an administration fee to reflect the costs incurred by DHL PARCEL in attempting to perform the Services (e.g. the performance of a collection of a Shipment that has not been made available to collect).

Consequences of failing to comply with Condition 4.1- IMPORTANT

4.7. **The Sender accepts and acknowledges that where it fails to comply with Condition 4.1, whether in whole or in part:**

4.7.1. **DHL PARCEL shall not be liable for any loss of or damage (or delay) to such non-compliant Shipments. Accordingly, such non-compliant Shipments shall be carried at the Sender's own risk; and**

4.7.2. **where the Sender's failure to comply with its obligations or breaches of warranty under Condition 4.1 results in harm, loss, or damage to DHL PARCEL or any third parties, the Sender shall indemnify and hold DHL PARCEL harmless in respect of any claims, losses, damages, awards, costs (including reasonable legal costs), and expenses it may suffer or otherwise receive from any third party arising from or connected with such failure to comply or breach of warranty by the Sender.**

Shipment Volumes

4.9. DHL PARCEL shall collect Shipments from the Sender at the Collection Address(es) set out in the Customer Contract. Unless otherwise stated in the Customer Contract, any agreed collection windows are indicative and failure by DHL PARCEL to collect Shipments within such collection windows shall not be a breach of contract unless the Sender can establish that DHL PARCEL failed to use reasonable endeavours in attempting collection.

4.10. In the event of a failed collection for which the Sender has established that DHL PARCEL failed to use reasonable endeavours, the Sender's sole remedy shall be as set out in Conditions 7.10 and 7.11 (Liability for Delay).

4.11. In the case of bulk collections from Collection Addresses requiring the use of large vehicles, the Sender shall be responsible for the loading of Shipments onto DHL PARCEL's collection vehicle, at which point, it shall be DHL PARCEL's responsibility to position such Shipments within the collection vehicle. DHL PARCEL shall not be obliged to assist in the loading of Shipments, and any assistance required by the Sender shall be at the Sender's risk.

4.12. The Sender shall ensure that the correct Shipments are made available for DHL PARCEL to collect. DHL PARCEL reserves the right to charge the Sender where DHL PARCEL has attempted collection of a Shipment but the Sender has failed to make the Shipment available for collection for whatsoever reason.

4.13. The Sender may request DHL PARCEL to collect Shipments from addresses other than the Collection Address for return to the Sender ("Third Party Collection/TPC"), or onward delivery to another address ("Third Party Carry Forwards/TPCF"). The Sender acknowledges that such TPCs and TPCFs are subject to a mandatory Extended Liability Cover limit of £500 per Shipment. The Sender may choose to opt out, in which case, the Shipment will be carried entirely at the Sender's risk, DHL PARCEL shall bear no liability to the Sender for any loss of or damage to the Shipment, and the Sender shall make its own arrangements with respect to insurance.

5. Services

Service Options

5.1. DHL PARCEL offer a range of Service Options for which further details are set out in the Customer Contract or such other documents as may be published by DHL PARCEL. Furthermore, not all Service Options are available in all geographical areas. It is the Sender's responsibility to choose the appropriate Service Option for the Shipment it wishes to send.

5.2. Irrespective of the selected Service Option, the Sender acknowledges and agrees that:

5.2.1. **DHL PARCEL shall have sole discretion over the means and manners by which it provides the Services including without limitation, modes of transportation, means of processing and sortation and routes;**

5.2.2. **time is not of the essence in the provision of the**

Services. DHL shall use its reasonable endeavours to perform the Services within any timescales it may indicate, but such timescales are indicative and are not contractually binding. Failure to perform the Services shall not constitute a contractual breach;

5.2.3. the failure to obtain a valid POD is not a breach of contract. A POD is a confirmation that a signature was sought at the point a Shipment was delivered and certain of DHL PARCEL's Service Options do not require the obtaining of a POD. DHL PARCEL's records shall be definitive evidence of delivery, unless the Sender is able to provide tangible and compelling evidence that DHL PARCEL's records are incorrect;

5.2.4. it is the Sender's responsibility to inform and advise the Recipient of a Shipment of the limitations of the Service Option that the Sender has selected and that in the case of non-delivery, damage, or delay to a Shipment, the Recipient's recourse should be against the Sender. For the avoidance of doubt, DHL PARCEL's liability to the Sender for such non-delivery, damage, or delay to a Shipment shall be subject to Condition 7; and

5.2.5. at all times, DHL PARCEL is performing the Services for the benefit and on behalf of the Sender. Accordingly, the Sender agrees to indemnify and hold DHL PARCEL harmless against any losses, claims, damages, awards, costs and expenses (including reasonable legal expenses) arising from or connected with any claim or complaint by a Recipient or other third party.

Delivery

5.3. The delivery options that can be selected by the Sender are as follows, in the event that that Sender does not select a delivery option, Shipments shall be delivered in accordance with the Default (YYY) mode set out below:

Delivery Option	Description
Default (YYY)	DHL PARCEL shall deliver to the specified Delivery Address, but if there is no-one to receive the Shipment, DHL PARCEL may at its discretion either deliver the Shipment to a Neighbour, deliver the Shipment to a ServicePoint, re-deliver subject to Condition 6.1.2 (or the Customer Contract if applicable), or otherwise hold pending further instructions from the Sender or the Recipient with respect to its re-delivery, return, or collection. The Sender acknowledges that this is DHL PARCEL's default delivery mode, and it is the Sender's responsibility to choose the specific and appropriate delivery option it wishes the Shipment to be delivered at the time of raising the Shipment Note.
Delivery Address only (NYN)	DHL PARCEL shall deliver to the specified Delivery Address only but if there is no-one present to receive the Shipment, DHL PARCEL shall re-deliver subject to Condition 6.1.2 (or the Customer Contract). If it is not possible to complete delivery for any reason (e.g. no one to receive the Shipment), DHL PARCEL shall either deliver the Shipment to a nearby ServicePoint, or otherwise hold pending further instructions from the Sender or the Recipient with respect to its re-delivery, return, or collection.
Leave Safe	DHL PARCEL shall deliver to the specified Delivery Address only but it is not required to obtain a POD from any person present at the Delivery Address. Instead DHL PARCEL may leave the Shipment in a location on the Delivery Address or it may (but is not obliged to) deliver the Shipment into a ServicePoint, re-deliver subject to Condition 6.1.2, or otherwise hold pending further instruction from the Sender or the Recipient. For the avoidance of doubt, the word 'safe' in this context means that DHL PARCEL is not obliged to, but may at its discretion take into consideration, placing the Shipment in a location at the Delivery Address that is not obviously visible from public place.
Alternative Address	DHL PARCEL shall deliver the Shipment to an address either specified by the Sender subsequent to the raising of the Shipment Note, or by the Recipient. The Sender acknowledges that the ability for Recipients to specify alternative delivery addresses (including ServicePoints) is enabled by default. Should the Sender wish to deny Recipients the ability to specify alternative delivery addresses, it shall contact DHL PARCEL for this option to be removed from the Sender's Account(s).
Service-Point	DHL PARCEL shall deliver the Shipment to a location near to the Delivery Address from which the Recipient may collect the Shipment (the "ServicePoint"). ServicePoint locations may include without limitation, lockers, shops, or other similar type of commercial enterprises which may be owned or operated by third parties or DHL PARCEL.

5.4. The Sender agrees to, and shall inform the Recipients prior to the delivery of any Shipments of the following conditions of delivery:

5.4.1. DHL PARCEL does not deliver to the Recipient in person but to the threshold Delivery Address, ServicePoint, or Alternative Address (as applicable);

5.4.2. DHL PARCEL does not deliver to post office boxes, including without limitation, those operated by the BFFO;

5.4.3. Where the Delivery Address is in multiple occupation (e.g. apartment blocks or offices) and has a central area for receiving deliveries, DHL PARCEL may deliver the Shipment there (or in the case of business premises, to such other area as staff at the premises may direct);

5.4.4. Where PODs are required to be obtained, DHL PARCEL's obligation is to obtain a signature from the person who received the Shipment. This may be the Recipient or a person who has indicated his/her consent to receive the Shipment on the

Recipient's behalf (a "Receiver");

5.4.5. DHL PARCEL is under no obligation to check the age, identity, or suitability of the Recipient or Receiver, nor establish or confirm their authority to receive the Shipment. The purpose of a POD is simply to corroborate the fact that the Shipment was delivered. DHL PARCEL shall not be liable to the Sender or any third party for any misrepresentation of their age, identity, suitability or authority by any person receiving a Shipment;

5.4.6. Delivery options that do not require a POD shall be left at the Delivery Address at the Sender's sole risk and are not recommended for Shipments that contain valuable items or vulnerable to damage; and

5.4.7. The Sender shall indemnify DHL PARCEL against any losses, damages, claims, costs and expenses by third parties arising from or connected to the Sender's decision to select a non-signature delivery option or failure to communicate the conditions set out in this Condition 5.4 to Recipients.

5.5. Delivery will be deemed completed when:

5.5.1. the Shipment has been delivered to the Delivery Address, ServicePoint, Alternative Address or left with a Neighbour, or otherwise collected by the Recipient or their representative from DHL PARCEL or a ServicePoint provided always that the Recipient/representative complies with DHL PARCEL's requirements in relation to proofs of identity and residence;

5.5.2. DHL PARCEL, in the absence of instructions to the contrary, makes one further attempt (at the Sender's cost) to deliver the Shipment; or

5.5.3. commencing from the date of the last attempt to deliver the Shipment, the period of time set out in DHL PARCEL's procedures then in effect expires and the Shipment has not been collected by the Recipient (or collected by/returned to the Sender at its cost in accordance with DHL PARCEL's then 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

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.

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.

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

5.9. The Sender acknowledges and accepts that ServicePoint Returns is:

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;

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;

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 return Shipments within such indicative timeframes;

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;

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;

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

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.

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.

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. Pricing Payment and Invoicing

6.1. Unless otherwise stated in the Customer Contract:

- 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
- 6.1.2. notwithstanding Condition 6.1.1, DHL PARCEL may adjust the Charges where:
- 6.1.2.1. the actual volumes of Shipments collected exceed that indicated by the Required Information; and/or
- 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
- 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
- 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:
- 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
- 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.
- 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;
- 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;
- 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:
- 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);
- 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;
- 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
- 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;
- 6.1.8. where the Sender has elected to pay by direct debit, the cancelling or failing to pay a direct debit shall entitle DHL PARCEL to suspend the Services. Any agreed credit or payment terms shall automatically terminate and the standard payment terms set out in Condition 6.1.7 shall apply.
- 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.
- 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;
- 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.
- 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:
- 6.5.1. suspend provision of the Services;
- 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;
- 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
- 6.5.4. recover any costs and expenses, including legal expenses, incurred in collecting such outstanding sums on an indemnity basis.
- 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 be in (unless in compliance with a legal requirement) 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.
- 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.
- 7. Liability**
- 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.
- 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:
- 7.2.1. negligent act or omission, misstatement, or misrepresentation by the Sender;
- 7.2.2. failure of the Sender to comply with these Conditions or the Customer Contract;
- 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
- 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.
- 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 Services.
- 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.
- 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**
- 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**
- 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**
- 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**
- 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.
- 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.
- 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.
- 8. Termination**
- 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.
- 8.2. DHL PARCEL may terminate any or all agreements with the Sender immediately if the Sender:
- 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;
- 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;
- 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).
- 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.
- 9. Data Protection**
- 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.
- 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.
- 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.