

1. Interpretation

1.1 In these Conditions the following words have the following meanings, unless the context indicates otherwise:-

"Address Label" means an approved UK Mail barcoded address label;

"Breakable Goods" means any breakable or fragile goods, including (but not limited to) glass, china, ceramics, pottery, stoneware, fossils, works of art, televisions (including monitors and other electronic graphical display equipment) whose screen size exceeds 37 inches, items made of rock (whether igneous, metamorphic, sedimentary or otherwise), and other goods of which we notify at any time;

"Carriage Forward" means where UK Mail collect a Consignment from the Delivery Address, or a location other than the Customer's premises where the Consignment was originally collected, for delivery to a delivery address other than the Customer's premises;

"Claims Process" means the process set out separately to this Agreement for the investigation into claims of loss of and damage to Consignments, which may be found at www.ukmail.com and as may be amended by UK Mail from time to time;

"Conditions" means these terms and conditions (as amended from time to time in accordance with clause 24.4);

"Consignee" means the person to whom the Consignment is to be delivered as specified on the Address Label;

"Consignment" means any goods, whether a single item, in bulk or a number of separate items to be delivered to the same Consignee (including any of them or any part of them). For the purposes of this definition, 'item' shall include without limitation, parcels, packs, packets, and baggits;

"Consignment Note" means a note of the details of a Consignment which is to be provided by you to us in such format (whether electronic or otherwise), at such time and in such detail as we may require and specify from time to time;

"Contract" means the contract between you and us for the performance of the Services subject to these Conditions;

"Dangerous Goods" means any hazardous items specified in the UNRTDG, the European Agreement Concerning the International Carriage of Dangerous Goods by Road, 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 or categories of items, which we consider to be dangerous goods and notify you accordingly;

"Delivery Address" means the address and postcode specified on the Address Label;

"Late Delivery Credit Scale" means the scale of credits payable by UK Mail in the event of delay in delivering a Consignment as can be found at www.ukmail.com and as may be amended by UK Mail from time to time.

"Rate Agreement" means the agreement of which these Conditions form part, signed by you and by us and setting out amongst other things, the rates that are to apply in respect of the Services (as amended from time to time);

"Restricted Goods" means firearms, weapons, explosives and munitions (including but not limited to replicas, imitations and blank firing pistols), animals, animal parts, livestock, insects, tobacco or tobacco products, and any items the carriage of which would be prohibited by any law, rule or regulation of any country in or over which the Consignment travels;

"Returns" means where UK Mail collects a Consignment from the Delivery Address of the Consignment and deliver the Consignment to the Customer's premises.

"Services" means any services provided by us to you, including (without limitation) collection, handling, transportation, customs clearance or delivery of a Consignment;

"UNRTDG" means the United Nations Recommendations on the Transport of Dangerous Goods;

"Valuable Goods" means any valuable goods such as (without limitation) bullion, cashiers or travellers cheques, currency, money orders, negotiable instruments in bearer form, credit or debit cards, important documents (including passports, tenders, share and option certificates), stamps, antiques, unprotect furniture, precious stones or metals, artwork, jewellery or valuable items of wear (including occasional wear, designer items (including clothing, watches, shoes and handbags));

"Value" means, in respect of any Consignment, the lesser of the purchase price, replacement cost and the market value of the Consignment. For the avoidance of doubt, market value shall be the lowest of three prices obtained by us on particular day from a search of the market including but not limited to internet searches;

"we" means UK Mail Limited (company number 965783) whose registered office is at Express House, 120 Buckingham Avenue, Slough, Berkshire SL1 4LZ and includes our employees, agents, sub-contractors and assigns and "us" and "our" will be interpreted accordingly; and

"Working Day" means (a) a day other than a Saturday, Sunday, public holiday or bank holiday in England; and (b) in respect of the transit of international Consignments only, any working day in any country through which transit of such Consignment passes;

"you" means the person, body or body corporate whose order for the delivery of a Consignment is accepted by us, and includes the employees, agents and subcontractors of that person, body or company, and "your" will be interpreted accordingly.

1.2 The headings herein are for convenience and do not affect interpretation.

1.3 References to any statute, convention or any other legislation will be interpreted as a reference to that provision from time to time as amended, extended or re-enacted.

1.4 Any reference in these Conditions to an indemnity against liability (howsoever phrased) includes, without limitation, reimbursement for any costs, expenses (including legal expenses or other professional fees), liabilities, injuries, losses, damages, claims, demands, proceedings and judgements suffered or incurred by the indemnified party on an indemnity basis, whether such liability arises in contract, tort (including negligence), breach of statutory duty or otherwise.

2. Warranties and indemnities in relation to Consignments

2.1 In respect of every Consignment you warrant, represent and undertake to us that:

2.1.1 you are the owner of the Consignment, or the agent of the owner who has authorised you to enter into these Conditions on the owner's behalf;

2.1.2 you have adequately packaged the Consignment including its contents and warrant that your packaging and the contents of the Consignment conforms with the agreed distribution profile as set out in the Rate Agreement, is fit and safe for us to perform the Services, and that it is protected against all ordinary risks inherent in the performance of the Services, including (without limitation) any sortation, handling, loading, unloading or otherwise dealing with the Consignment. For the avoidance of doubt, you acknowledge that where Consignments contain goods that are in packaging by the manufacturer, that such packaging forms part of the contents of a Consignment and therefore, you must ensure that such packaging is at least as adequately protected as the goods themselves from the risks set out in this clause 2.1.2. We may at our sole discretion take such remedial action as we deem reasonably appropriate if a Consignment is not, in our opinion, adequately packaged including without limitation, repackaging such Consignment and levying a surcharge;

2.1.3 the Consignment does not exceed size or weight restrictions, which we may at any time specify and you have declared the correct size and weight of the Consignment to us. For the avoidance of doubt, you warrant, and must ensure, that a Consignment, or each and any constituent parcel or item forming a Consignment shall not exceed the weight and size guidelines deemed safe for a single person to handle under the applicable manual handling legislation;

2.1.4 all equipment provided by you pursuant to clause 6.1 is safe and fit for purpose;

2.1.5 all information supplied by you pursuant to this Agreement (or Contract) is true and accurate. For the avoidance of doubt, you acknowledge that we may request information from you in order to improve our first time delivery rates. You therefore agree to promptly provide all information that we reasonably request to perform the services. Failure to promptly provide information when requested may result in additional charges being levied;

2.1.6 the Consignment does not contain any Restricted Goods or Valuable Goods;

2.1.7 the Consignment does not contain any items specified in classes 1, 2.3, 5.2, 6.2 or 7 of the UNRTDG;

2.1.8 the Consignment does not contain any Dangerous Goods (unless, prior to the commencement of the Services, we have agreed in writing to carry those goods);

2.1.9 if we do agree to carry a Consignment containing Dangerous Goods, that the Consignment does not contain Dangerous Goods in excess of the amounts specified for those goods in the UNRTDG and all other applicable legislation, regulations, rules or guidance referred to in the definition of "Dangerous Goods";

2.1.10 you have complied with all applicable laws, rules and guidance relating to the Consignment; and

2.1.11 you will provide us with accurate forecasts of your volumes of Consignments upon request.

2.2 You agree to indemnify us from any liability incurred as a result of any breach of the warranties contained in clause 2.1 or elsewhere in these Conditions and provision by us of loading or unloading assistance to you, as envisaged in clause 6.

2.3 The indemnity given in clause 2.2 applies in respect of the transport of all goods whether those goods are carried with our consent or not.

3. Dangerous Goods

3.1 If, at our absolute discretion, we agree to carry any Dangerous Goods:

3.1.1 you will comply with all requirements of the UNRTDG and all other applicable legislation, rules or guidance referred to in the definition of "Dangerous Goods";

3.1.2 you must provide us with a written declaration of the number and nature of the Dangerous Goods in respect of each Consignment together with all instructions for the safe handling of these Dangerous Goods;

3.1.3 all Dangerous Goods must be properly and safely packed and labelled in accordance with any requirements which we specify and in accordance with any statutory requirements for transport by road, sea or air; and

3.1.4 notwithstanding our agreement to carry such Dangerous Goods, you accept and agree the following:

(a) we will not be liable for any loss or damage whatsoever to such Dangerous Goods, unless the same is caused by our wilful misconduct; and

(b) subject to clause 3.1.4(a), you will indemnify us in full against all costs and expenses of the safe disposal of such Dangerous Goods if they are damaged (howsoever caused) and any other costs, claims, expenses, proceedings or liabilities that we may incur as a consequence of such damage.

4. Packaging and receipt of Consignments

4.1 You must affix a fully completed Address Label to each Consignment and it must be positioned prominently so that it can be readily scanned by a barcode reader.

4.2 You must submit to us a fully completed Consignment Note for every Consignment.

4.3 You must ensure that all goods and parcels are correctly consigned, addressed or labelled including stating the Consignee's full address and postal code).

4.4 At your request we will sign a document acknowledging receipt of a Consignment. This document will not, regardless of its terms, be evidence of the condition, nature, quantity, size or weight of the Consignment when delivered to us.

4.5 If it is found that the size and/or weight is under declared when checked by us then we may charge the difference in accordance with our current rates and may charge an administration fee for correcting such under declaration.

5. Rejection of Consignments

5.1 We may open or inspect any Consignment at any time without your consent and refuse or reject the carriage of any Consignment at any time. If a Consignment is rejected because its handling or carriage is unlawful or would breach these Conditions, we may return the same to you at your cost and risk.

6. Loading and Unloading

6.1 Unless we agree otherwise you will provide or procure provision of all appropriate equipment and labour for loading or unloading of any Consignment which we collect or deliver to or from your premises and all equipment and labour required to deliver any Consignment at the Delivery Address; and

6.2 You agree that any assistance we provide to load or unload a Consignment is provided at our discretion and at your sole risk and we will not be liable for any loss or damage caused by our so doing, whether caused by our negligence or otherwise.

7. Transit

7.1 Transit will be by such means of transport and route as we think fit.

7.2 Performance of the Services begins when we scan the Address Label to confirm acceptance of the item for delivery and ends on the earlier of -

7.2.1 delivery of a Consignment to the Delivery Address, or a nearby address in accordance with clause 8;

7.2.2 leaving a Consignment at the Delivery Address or alternate address in accordance with your (or the Consignee's) instructions, despite no-one being available to take delivery of the Consignment; or

7.2.3 Working Days after the Consignee is notified (whether in writing or orally) that we have unsuccessfully attempted to deliver the Consignment, which is available for collection from us.

8. Delivery

8.1 Unless instructed otherwise in writing by you, or through our website (www.ukmail.com) by the Consignee where clause 9 applies, or as otherwise set out in an Rate Agreement, (which may incur an additional charge), we will deliver the Consignments to the Delivery Address (or an alternative delivery address where applicable), provided that:

8.1.1 if the Delivery Address (or alternative delivery address where relevant) has, or is served by a central mail delivery or collection area, we may deliver the Consignment to that area; or

8.1.2 if we are for any reason whatsoever unable to deliver the Consignment to the Delivery Address or alternative delivery address, we may at our discretion deliver the Consignment to a nearby address.

8.2 We will not deliver to box numbers whether Post Office or British Forces Post Office.

8.3 For the avoidance of doubt, delivery to the Delivery Address (or alternative address) means we will deliver only to the postal address. We are not obliged to deliver Consignments to a particular part of a property or location within the property at the Delivery Address, or otherwise deliver personally to the Consignee and we are not liable in respect of any Consignment delivered to the Delivery Address, or any other address specified by you (or the Consignee), or a nearby address pursuant to clause 8.1.2, where any person misrepresents his authority to receive a Consignment at such Delivery Address, any other address specified by you (or the Consignee), or nearby address pursuant to clause 8.1.2.

8.4 You must select a service option on the Consignment Note, specifying when the Consignment is to be delivered. If you do not select a service option you will be deemed to have selected the next day service option and you will be charged the applicable rate for this service in accordance with the Rate Agreement.

8.5 If you select a service option which does not specify a time (e.g. 9.00am, etc.) by which delivery should be made, we will deliver the Consignment by no later than the end of the relevant day or 30 minutes after the end of the relevant period.

8.6 If you select a service option specifying a time by which delivery is to be made, we will use our reasonable endeavours to deliver the Consignment within 30 minutes before or after such time.

8.7 We only deliver on Saturdays if you mark the Saturday service option on the Address Label, and provided the Saturday service is available for the Delivery Address. If we make an unsuccessful attempt to make a delivery (or re-delivery) in relation to any service option (including Saturday delivery), you must pay the applicable delivery fee. For the avoidance of doubt, where we are asked to make a re-delivery, we will take instructions from the Consignee with respect to the Delivery Address, alternative delivery address, or nearby address unless you have specified otherwise during your account set up process or in writing to us.

8.8 We will not be in breach of these Conditions if a Consignment is delivered late.

8.9 We will use reasonable endeavours to provide you with a proof of delivery for the Consignment on request but provision of the same is not a precondition for payment. We may charge for providing a proof of delivery, which is requested more than 14 Working Days after delivery of the Consignment concerned.

8.10 We may amend the Services at any time, including the withdrawal and/or introduction of Services in part or in whole. In particular, where we have introduced new Services, such Services may be subject to additional terms and conditions which may be set out elsewhere other than in these conditions.

9. Consignee Specified Delivery Options

9.1 Unless otherwise specified by you, we may offer to the Consignee (for an additional charge) the option to upgrade the service option you have selected in relation to a particular Consignment and/or take instruction from the Consignee with respect to delivering the Consignment to the Delivery Address or such other alternative delivery address as may be specified by the Consignee.

9.2 Where the Consignee has upgraded the service option, we shall not be liable to you in respect of any delay in delivery. However, we shall remain liable to you in respect of any loss or damage to the Consignment as set out in these Conditions.

10. International deliveries

10.1 These Conditions, together with any terms on the back of international consignment notes ("Waybill"), apply to Services performed outside the United Kingdom.

10.2 The Convention on the Contract for the International Carriage of Goods by Road, the Convention for the Unification of Certain Rules Relating to International Carriage by Air and the Warsaw Convention as amended at the Hague in 1955 may apply to the delivery of a Consignment. If any such conventions apply to delivery of a Consignment, the relevant convention will take precedence over these Conditions if there is a conflict. Our

- liability for loss, damage or late delivery of the Consignment will be governed by and limited in accordance with the relevant convention.
- 10.3 If a Consignment is exported you will supply correct and complete carriage and customs clearance documentation before the Services commence.
- 10.4 You will indemnify us against all liabilities and losses we incur due to your failure to provide the documentation specified in clause 10.3 to us and due to HM Revenue and Customs claims in respect of dutiable goods consigned in bond or under Section 30(10) of the VAT Act 1994 or otherwise.
11. **Undelivered or unclaimed goods**
- 11.1 Subject to clause 11.2, we may sell, dispose of or destroy any Consignment if we cannot determine its sender or Consignee; are unable to deliver the Consignment; or the Services are deemed to be at an end pursuant to clause 7.2.3.
- 11.2 Before selling, disposing of or destroying any Consignment in accordance with clause 11.1, we will retain it for 6 weeks and use reasonable endeavours to notify you that we will sell, dispose of or destroy the Consignment unless you collect it within that 6 week period.
- 11.3 You will reimburse us for all costs or expenses, which we incur in storing, returning, disposing of or destroying the Consignment.
- 11.4 If, after the sale of a Consignment, we identify you as the sender of the Consignment, we will reimburse the balance of the sale proceeds to you after deducting all charges and expenses incurred by us in selling the Consignment and any outstanding charges relating to the Consignment.
- 11.5 Subject to any claim or right which you may have against us under these Conditions, any reimbursement to you in accordance with clause 11.4 will discharge us from all liability to you in respect of the Consignment or the Services.
12. **Charges and payment**
- 12.1 Our charges for the Services are set out in the Rate Agreement, and any credit terms are given only at our complete discretion and subject to satisfactory credit checks. We reserve the right to review such terms in the event that there are any changes in your credit background. Any breach of credit terms shall entitle us to suspend provision of the services to you.
- 12.2 Subject always to the terms of the Rate Agreement, we may vary our rates and charges at any time without prior notice (including volumetric calculation and surcharges) and these will be payable by you in sterling within 14 calendar days of the date of our invoice, or within such other period agreed or specified by us in a written notice to you. For the avoidance of doubt, communications and messages set out in our invoices to you shall be deemed as notice for the purposes of this Agreement.
- 12.3 You will be liable for the payment of all duties, taxes, levies, storage charges or other charges or expenses applicable to the Consignment or the Services.
- 12.4 All charges are expressed exclusive of VAT which, if chargeable, will be payable by you at the rate prevailing at the relevant tax point.
- 12.5 If you do not pay any sum payable to us by its due date, without prejudice to any other rights which we may have –
- 12.5.1 we may charge you interest at 2% per month on such outstanding sum from the due date until payment is made in full, both before and after any judgment;
- 12.5.2 we may recover our costs and expenses of collecting any outstanding amounts from you on an indemnity basis; and
- 12.5.3 we may suspend or cancel deliveries of other Consignments, until all outstanding amounts have been received by us in full. For the avoidance of doubt, cancelling or not paying a direct debit shall entitle us to suspend provision of the services immediately and any previously agreed credit terms shall terminate.
- 12.6 Except where the written quotation (or Rate Agreement) states otherwise, **all quotations and rates based on weight will be charged at whichever is the greater of the dead weight, declared weight (by you), and the volumetric weight.** For the avoidance of doubt, a Consignment subject to weight related pricing will be charged at the greater of the dead weight, declared weight (by you), and the Volumetric Weight.
- 12.7 We may at any time set limits relating to an item's weight (whether volumetric or otherwise) and/or any/all dimensions over which such items shall be deemed overweight and/or oversized. You acknowledge that the UK Mail network is not optimised for any such oversized/overweight items. Where you insist on sending oversized and/or overweight Consignments, we reserve the right to levy such surcharges as we, in our complete discretion, consider appropriate. For information only, parcels longer than 1.4m in length shall attract a surcharge. You acknowledge and accept that as our limits on weight and dimensions may change from time to time, it is your responsibility (if you wish to avoid surcharges) to check that your parcel falls within the limits then in force by either checking our website or asking us prior to raising a Consignment Note for your item(s).
- 12.8 We may make a surcharge, for any Consignment below the minimum net value we determine from time to time or submitted on a manual Consignment Note or where we have taken remedial action under clause 2.1.2.
- 12.9 After the expiry of an initial period of 10 minutes, we may charge you a £5.00 surcharge for each subsequent 15 minute period we spend attempting to collect or deliver a Consignment.
- 12.10 If we make an unsuccessful delivery attempt, we may charge you an additional sum for each subsequent attempted delivery or collection.
- 12.11 We may set off any amount owed to you against any sums you owe to us, whether or not we have invoiced you for them and whether or not they are due and payable.
- 12.12 All payments due from you under these Conditions must be made without deduction whether by way of counterclaim, set-off or otherwise unless to comply with a legal requirement.
- 12.13 You will give us at least 14 Working Days' prior written notice of any change in your name, address or other circumstances that may affect the payment of any charges.
- 12.14 We must receive any queries regarding our invoices in writing, within 20 calendar days of the invoice date beyond which such invoices shall be deemed as undisputed.
13. **General exclusions of liability**
- 13.1 Before making any claim for lost or damaged Consignments under this Agreement or at Law, you acknowledge that you must follow the Claims Process. Claims made under the Claims Process shall be subject to the limits set out therein.
- 13.2 We will not be liable for any loss, damage, non-delivery, misdelivery or delayed delivery of any Consignment which occurs as a direct or indirect result of:
- 13.2.1 anything you do or omit to do;
- 13.2.2 any misstatement or misrepresentation you make;
- 13.2.3 any breach of your obligations under these Conditions;
- 13.2.4 any latent or inherent defect of the goods in a Consignment or any inherent tendency to wastage, vice, natural deterioration or electrical derangement of the goods in a Consignment;
- 13.2.5 the fraud or dishonesty of any person in respect of a Consignment or the misrepresentation by any person in respect of their authority to receive a Consignment on your behalf.
- 13.3 Subject only to clause 13.4, we will not be liable to you for any economic loss, including (without limitation) loss of profit, business, revenue resulting from loss of use, sale, market, goodwill, anticipated savings, data, costs of providing any alternative means of transport or any other like losses, whether direct or indirect and whether caused negligently or otherwise or arising out of or in connection with any performance or failure to perform the Services or any breach of these Conditions by us.
- 13.4 Notwithstanding anything to the contrary contained in these Conditions, our liability for fraud (including fraudulent misrepresentation), death or personal injury resulting from our negligence, is not limited.
- 13.5 Notwithstanding anything to the contrary contained in these Conditions, we will not be liable to you for any loss or damage to a Consignment if you use us as a subcontractor for the delivery of such a Consignment.
- 13.6 We will not be liable to you for any loss, damage, non-delivery, misdelivery or delayed delivery of a Consignment or for any failure or delay in the performance of the Services under these Conditions due to an event beyond our reasonable control including, without limitation, any -
- 13.6.1 delay or cancellation of shipments, ferries, flights, railway or other transport;
- 13.6.2 failure of a Consignee to accept delivery of a Consignment;
- 13.6.3 delays in or refusal of securing customs clearance;
- 13.6.4 acts of God, acts of government or other authorities, war, riot, civil commotion, malicious damage to property, blockades, strikes, lockouts or other industrial disputes (whether involving our workforce or that of a third party) compliance with any law or governmental order, rule, regulation or direction, seizure under legal process, national emergencies, fire, flood, tempest storm or other weather conditions making provision of the Services impracticable, accident, breakdown of plant or machinery, default of suppliers (including, without limitation, fuel) or subcontractors.
- 13.7 We will not be liable to you if a "non-signature" service is requested, or written instructions are given to leave goods in a "safe" location, and the goods are subsequently lost or damaged.
14. **Exclusion of liability for particular Consignments**
- 14.1 You acknowledge that it is our policy only to carry Consignments containing any food, liquids, paints, inks, plants, drugs, medicines or alcoholic beverages or other perishable goods, if we have agreed to do so in writing before commencing the Services and not to carry Restricted Goods or Valuable Goods.
- 14.2 If for any reason any goods referred to in clause 14.1 are carried by us we accept no liability in respect any loss or damage to them and you will indemnify us against any liability incurred by us in respect of their collection, delivery or carriage.
- 14.3 If we agree to carry any goods referred to in clause 14.1, you agree that, notwithstanding our agreement to perform the Services:
- 14.3.1 we will not be liable to you for any loss, damage or perishment of or to such goods, unless caused by our wilful misconduct; and
- 14.3.2 subject to clause 14.3.1, you will indemnify us in full against all costs and expenses of the safe disposal of such goods if they are damaged or perished (howsoever caused) and any other costs, claims, expenses, proceedings or liabilities that we may incur as a consequence of such damage or perishment.
- 14.4 You acknowledge that our transit system is not suitable for carrying Breakable Goods and that we are not liable for any loss or damage incurred by you if these are carried.
15. **Liability for late delivery**
- 15.1 If for whatever reason, a Consignment is not delivered on time, we will:
- 15.1.1 deliver the Consignment as soon as possible thereafter using the fastest service option available for that Consignment with any resulting upgrade being at our cost; or
- 15.1.2 credit you with the difference between the cost of the service requested by you and the cost of the service actually used to deliver the Consignment or otherwise in accordance with the Late Delivery Credit Scale, provided that, delays in delivery are not for any reason set out in clause 13.6 and that subject only to clause 13.4, this clause 15 sets out our entire liability for late delivery.
- 15.2 We accept no liability for late delivery of any Consignment for which you select the slowest service option available for such Consignment.
16. **Liability for loss or damage**
- 16.1 Our maximum liability for any loss or damage (howsoever caused) per Consignment is £10,000.00 (unless stated otherwise in the Rate Agreement (e.g. in respect of return to you or forward delivery of a Consignment from a Consignee's premises)).
- 16.2 Subject to clause 16.1, our liability for loss of or damage to any Consignment, whether caused negligently or otherwise, is limited to the lesser of:
- 16.2.1 the Value of the Consignment, or the part thereof, which has been lost or damaged;
- 16.2.2 the cost of repairing any damage to the Consignment; and
- 16.2.3 a sum calculated in terms of clause 16.3 or 16.4.
- 16.3 If you have not purchased Extended Cover as provided for in clause 17, the sum referred to in clause 16.2.3 will be £10.00 per kilogram of the weight charged for that Consignment, provided that if only part of the Consignment is lost or damaged it will be presumed, unless the contrary is shown, that each of the goods in the Consignment were of equal weight.
- 16.4 If Extended Cover is purchased, as referred to in clause 17, the sum for the purposes of clause 16.2.3 will be equivalent to:
- 16.4.1 the number of units of Extended Cover purchased for that Consignment; or
- 16.4.2 if the total Value of a Consignment exceeds the number of units of Extended Cover purchased for a Consignment and only part of the Consignment is lost or damaged, a pro rata amount of the value of the loss or damage. In calculating this amount, we will reduce the actual value of the loss or damage by an amount equivalent to the shortfall between the amount of the Extended Cover and the total Value of the Consignment.
- 16.5 Where liability for loss or damage in terms of clause 16.2 is accepted by us, you will pay an administrative charge of £55.00 in respect of each and every claim made by you.
- 16.6 If a cheque that is part of a Consignment is lost during transit, our liability will be limited to the lesser of the cost of cancelling and reissuing the cheque and £10.00.
- 16.7 Our liability for any loss of or damage to a Consignment incurred while that Consignment is being carried by water, rail or air, will not exceed the liability of the carrier providing such carriage.
- 16.8 Shock labels or similar devices designed to show whether a Consignment has been subject to treatment likely to cause any loss or damage to it are not accepted by us in any circumstances as proof of damage of any Consignment.
- 16.9 In the case of a damaged Consignment where we offer to settle by paying the amount pursuant to these Conditions, you acknowledge that such payment is conditional upon you transferring title, ownership and possession of the damaged Consignment to us and you will ensure that you do everything to effect such transfer of title, ownership and possession to us.
- 16.10 For the avoidance of doubt, the total liability owed by either party to the other party arising under or in connection with these Conditions whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be as set out in these Conditions.
17. **Full transit liability option**
- 17.1 Unless the quotation states otherwise, before we commence the Services you may request an increase in our liability for loss or damage under the extended cover option ("Extended Cover"). **Extended Cover is not an insurance policy.**
- 17.2 If we agree to give you Extended Cover, it will be available in units of £1,000 up to a maximum of 10 units per Consignment.
- 17.3 Unless otherwise stated in the Rate Agreement, Extended Cover of £500.00 is applied and/or charged automatically to Returns and Carriage Forwards, unless you choose to opt out in writing. If you choose to opt out, you agree that we are not liable to you in any way for any Consignments that are Returns or Carriage Forwards as it is your responsibility to ensure that the Consignment is self-insured. For the avoidance of doubt, we are not liable in any way whatsoever for any damage to the Consignment being carried forward or returned if the reason for the Return or Carriage Forward is that the contents of the Consignments have been previously damaged, or has been repaired or reconditioned.
18. **Time Limits**
- 18.1 We will only be liable for loss of or damage to Consignments if you notify us of the alleged loss or damage within:
- (a) the limits set out in the Claims Process; and
- (b) you make a written claim against us within the time limit set out in the Claims Process.
- 18.2 Where you have complied with the provisions set out in this clause 18, we shall investigate your claim in accordance with the Claims Process.
- 18.3 We will not be liable to you in respect of any late delivery, or any loss, damage, non-delivery or mis-delivery of a Consignment unless legal proceedings are commenced against us within 12 months from the date when transit commences.
- 18.4 For the avoidance of doubt, nothing this clause 18 limits or excludes your rights under any relevant international convention.
19. **Lien**
- 19.1 We have a general and specific lien over all Consignments in our possession, custody or control for all monies owing by you to us at any time. If payment from you is outstanding following their due date, we reserve the right to notify you of the amount of any lien and our intention to exercise the lien by selling the Consignment. If payment of all outstanding amounts owed to us is not received by us in full within 7 Working Days of such notice, we may sell, dispose of or deal with the Consignment as your agent. We will reimburse you any remaining balance of the sale proceeds after deducting all monies owing, including all expenses and charges incurred in the storage, handling, sale, disposal and otherwise dealing with the Consignment. Having done so we will have no further liability to you for the Consignment.
- 19.2 If we consider the Consignment is likely to perish or deteriorate, we may sell, dispose of or deal with the Consignment immediately upon any amount becoming overdue, subject only to our taking reasonable steps to notify you of our intention to do so.
20. **Termination**
- 20.1 We may at any time terminate the Contract by giving notice in writing to you if:
- 20.1.1 you commit a material breach of any provision of the Conditions which you do not remedy (if capable of remedy) within a period of 30 days of receipt of a written notice from us specifying the breach and requiring remedy;
- 20.1.2 you are subject to a change of control, become insolvent or are unable to pay your debts as and when due;
- 20.1.3 on 14 days' notice for convenience (unless stated otherwise in the Rate Agreement); and
- 20.1.4 we consider that anything mentioned in clauses 20.1.1 or 20.1.2 is about to occur.
21. **Sub-contracting**
- 21.1 Agents or subcontractors employed by us may perform any of our obligations under these Conditions, may benefit from and rely on these Conditions and will have no greater liability to you than we do.
22. **Communications**
- 22.1 All communications between the parties about these Conditions must be in writing and delivered by hand, pre-paid post or fax, either to our registered office, if to us; or to the invoice address

- specified on Rate Agreement, if to you; or to another address notified by either party to the other in writing.
- 22.2 Communications will be deemed to be received 3 Working Days after posting if sent by pre-paid post; on the day of delivery if delivered by hand; if sent by fax on a Working Day, at the time of transmission if sent before 4:00pm, and on the next Working Day, if sent after 4.00pm.
23. **Data Protection Act**
- 23.1 You consent to and understand that for all account applications, a credit search will take place using a credit reference agency. The results of the credit search may be shared with other UK Mail Group companies.
- 23.2 For the avoidance of doubt, we shall not be deemed to be processors of personal data within Consignments. In all circumstances, you shall be the data controller with respects to all personal data in relation to the consignee and to the extent that UK Mail requires such information to carry out the Services, we shall be data processors, and that you have given your consent for UK Mail to use such data for the purposes of carrying out, and improving the Services.
- 23.3 You warrant that you have obtained all necessary consents in respect of personal data belonging to you, or the Consignee to enable UK Mail to use the personal data for the purposes set out in clause 23.1, and shall indemnify UK Mail in respect of any losses we incur as a result of your breach of the warranty set out in this clause 23.3.
24. **General**
- 24.1 We do not contract as a common carrier. Any Consignment accepted for transit is accepted on these Conditions, or any terms and conditions relating to a Waybill, to the exclusion of all other terms and conditions whether put forward by you or implied by law (insofar as exclusion of the same is lawful). Delivery of a Consignment to us by you will be conclusive evidence of your acceptance of these Conditions.
- 24.2 These Conditions, any terms and conditions in relation to a Waybill and the Rate Agreement constitute the entire agreement between you and us. Each party acknowledges that in entering into these Conditions and the Rate Agreement it has not relied on any representation or undertaking, whether oral or in writing, save as expressly incorporated herein.
- 24.3 If there is any conflict between these Conditions and the terms and conditions set out on any printed documents (such as manual Consignment Notes) provided by us (but not being amended Conditions), these Conditions will prevail.
- 24.4 These Conditions may be amended from time to time by us, including, without limitation by adding or deleting Services or amending compensation levels. You should regularly refer to our website to obtain a copy of the Conditions which apply when you send a Consignment. Your sending a Consignment with us is deemed acceptance by you of the Conditions as so amended from time to time.
- 24.5 Failure by us to enforce any of these Conditions is not a waiver of our rights.
- 24.6 These Conditions are personal to you and you may not assign, license or sub-contract any of your rights or obligations under them without our written consent.
- 24.7 These Conditions and the Rate Agreement 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.
- 24.8 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.
- 24.9 These Conditions are governed by English law and the parties submit to the exclusive jurisdiction of the English Courts.
- 24.10 It is not intended that these conditions or any contract created on the basis thereof will be enforceable by any third party.