

TERMS AND CONDITIONS
UK MAIL PARCELS

Part of



Terms and Conditions - UK Mail Parcels

1. Key Points

- 1.1. Unless otherwise and expressly agreed in writing in a bespoke agreement, all parcels and Consignments that are collected and transported through the UKM Network are subject to these Conditions of Carriage.
- 1.2. In addition to setting both of our legal obligations, these Conditions also set out the limitations of the UKM Network including without limitation the type of goods that are permitted into the UKM Network and the types of goods for which the UKM Network is not designed to carry and it is therefore your responsibility to make sure that you do not give us any consignments that contain such items.
- 1.3. Signing a Rate Agreement or any other document that references these Conditions (as amended by us from time to time) means that you have agreed to be bound by the obligations in these Conditions, the Rate Agreement and any other such provisions referred to by the Conditions or the Rate Agreement. Alternatively, where we issue new or amended Conditions, you agree that your continued use of our Services constitutes an acceptance of such new or amended Conditions.
- 1.4. If there is anything you do not understand, you are advised to take independent legal advice. You also acknowledge that as you may stop using us at any time and use another carrier instead, that the terms set out herein are reasonable.

2. Meaning of certain words in these Conditions

This Condition 2 sets out the rules in which these Conditions should be read and interpreted.

- 2.1. Certain words have a special meaning in these Conditions ("Defined Terms"), and these Defined Terms can be identified by the use of capital letters at the beginning of each main word in the Defined Term, for example, "Change of Control", or "Material Breach". A List of Defined Terms and their meanings (which will apply unless the context requires otherwise) are set out as follows:

Address Label	means an address label, either produced from the use of our software or otherwise in such format approved by us, whose purpose is to be affixed prominently and clearly on the relevant parcel or Consignment so that it may be scanned by us;
Agreed Collection Window	has the meaning set out in Condition 4.2.1;
Breakable Goods	means goods or items which by their nature or design may be susceptible to damage travelling through a loose load network where parcels may be shunted, shaken or collide with one another even if reasonable precautions are taken with respect to the packaging of such goods or items;
British Forces Post Office / BFPO	means the British Forces Post Office, its successors and assigns;
Claims Process	means the procedure that you have agreed to follow in the event of loss or damage which is published on our Website and amended by us from time to time;
Conditions	means these conditions of carriage as may be amended from time to time by us;
Consignment	means a parcel or parcels which are to be collected and/or delivered under the same Consignment number;
Consignment Number	means a unique number assigned by us to identify a Consignment;
Designer Goods	means any goods or items, including without limitation, luxury items, clothing, and accessories, that derive some or all of their value from the fact that they are designed, manufactured, marketed, or distributed by or on behalf of, or in connection with established designer brands or marques;
ETA	has the meaning set out in Condition 5.3;
Extended Liability	has the meaning set out in Condition 9.2.5;
International Conventions	means as applicable, 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;
Late Delivery Scale	means the scale at which refunds will be calculated and refunded and which is published on our Website;
Material Breach	means a breach of any Conditions where it is stated that a breach would be a Material Breach or otherwise a breach which we reasonably consider to be so serious as to justify no longer trading with you. A Material Breach entitles us to terminate any or all agreements with you immediately;
Neighbour	Means any address immediately next to or opposite the Delivery Address, or alternatively a nearby address within a reasonably immediate vicinity;
NTC	has the meaning set out in Condition 4.2.1;

Out of Gauge	means where the dimensions and/or weight of a parcel exceeds the parameters of our automated sortation machines such that it is not possible to automatically process such parcels through our automated sortation machines;
Peak Period	has the meaning set out in Condition 3.1.3(a) of these Conditions;
Peak Management Plan	has the same meaning as set out in Condition 3.1.3(c) of these Conditions;
Prohibited Goods	means any items which we will not and cannot carry in any quantity whatsoever because doing so would be illegal either in the UK or any other country over which the Consignment travels. Items include by way of example, illicit drugs, medicines, radioactive material, firearms (even replicas, blank firing, imitations), explosives, munitions (even dummies, or otherwise deactivated), animals, animal parts, livestock, insects, tobacco or tobacco products;
Proof of Delivery or POD	means where selected, a signature from the person accepting delivery of the Consignment of the Delivery Address. Where a POD is not selected, you agree that our records will constitute conclusive proof of delivery unless clear and incontrovertible documentary or tangible evidence exists to prove otherwise;
Rate Agreement	means the document setting out amongst other things the available Service Options you have subscribed to, the applicable charges with respect to the available Service Options and additional parameters and charges with respect to our services;
Royal Mail	means Royal Mail Group plc, its successors and assigns;
Services	means the collection and delivery services we will provide to you under the Rate Agreement or such other written document in accordance with the Service Option you select;
Service Option	means the particular service you have selected with respect to the Services relating to the collection and/or delivery of a Consignment;
TPC	Means third party collection, where we either collect from a location not belonging to you either to deliver such collected Consignment to a recipient, or to otherwise return such Consignment to a location controlled by you;
UKM Network	means the logistics transport system operated by us consisting of vehicles, personnel, machinery and locations.
Website	means our website at www.ukmail.com ; and
Working Day	means any day that is not a Saturday, Sunday, or public bank holiday in the United Kingdom.

- 2.2. Headings in these Conditions do not have any significance and are used simply to aid convenience.
- 2.3. 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.
- 2.4. 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.
- 2.5. Any documents referred to in these Conditions or the Rate Agreement will be deemed to be incorporated by reference and have legal significance.
- 2.6. a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 2.7. a reference to a party includes its personal representatives, successors or permitted assigns; and
- 2.8. 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 UKM Network**
- 3.1. Volume Management**
- 3.1.1. Network Capacity**
- 3.1.1. You acknowledge that the UKM Network is an automated loose-load system whereby collected consignments are automatically processed and that our capacity to perform the Services is directly connected to the time of day in which your Consignment is injected into our automated sorting hub.
- 3.1.2. You further acknowledge that there may be occasional delays if the time you ask us to collect a Consignment for delivery means that such Consignment would be injected into a UKM Network sorting hub during peak activity periods and such delays will not be considered as a breach of these Conditions.
- 3.1.3. Peak Periods**
- 3.1.3. You acknowledge and agree that:
- a) there are periods in which demand for our services is extremely high, requiring active management of our network to maintain our services, and that this is a natural

consequence of our operating model which is based on a shared network (a "Peak Period");

- b) we, will where possible, give such advance notice of a Peak Period as may be reasonable under the circumstances;
- c) both of us may need to agree on certain actions to mitigate the effect of high demand on UK Mail's network during a Peak Period, including without limitation agreeing to limit the volumes of Consignments that you will send through us in a Peak Period, and specifying alternate collection arrangements (a "Peak Management Plan");
- d) in the event that both of us are not able to agree a Peak Management Plan within a reasonable time prior to the start of a Peak Period, we may, in our sole discretion formulate and implement a Peak Management Plan in relation to the provision of the Services, and you may not dispute such Peak Management Plan on the basis that you had the opportunity to agree it with us pursuant to Condition 3.1.3(c);
- e) any Consignment sent by you in a Peak Period, may be subject to delays (whether in the collection, processing, or delivery thereof); and
- f) during a Peak Period, our obligation, notwithstanding the selected Service Option, is to collect and deliver such Consignments within a reasonable timeframe as close to the originally selected Service Option as reasonably possible.

Dormant Accounts

- 3.1.4. You agree that it is reasonable that only active accounts access our network, therefore you accept that we may suspend or delete your account(s) if we reasonably consider such accounts to be dormant.
- 3.1.5. For the avoidance of doubt, accounts are dormant where there has been no order activity for a period of 12 continuous weeks.

3.2. Consignments

Types of items we cannot carry

- 3.2.1. You acknowledge and accept that we cannot carry any Consignment for which contains items which are, or we reasonably consider to be:
- a) illegal or unlawful either in the United Kingdom, a destination country, or any country through which the Consignment travels; or
- b) Prohibited Goods.
- 3.2.2. You must not send any Consignments which contain items of the nature set out in Condition 3.2.1. If you do, you will be in Material Breach of these Conditions, you agree that we will not be liable for any loss, damage, or delay to such Consignments on the basis that you should not have sent such Consignments at all, and you will indemnify us against any Losses we suffer as a result of your breach of this Condition 3.2.2.
- Types of items we do not carry**
- 3.2.3. You acknowledge and accept that we do not (subject to Condition 3.2.4) carry any Consignments containing items that are or we otherwise consider to be:
- a) Breakable Goods;
- b) Dangerous Goods;
- c) Valuable Goods;
- d) Designer Goods;
- e) items that contain, or are:
- (i) liquids (excepting printer cartridges or refills);
- (ii) foods (excepting cereal or dried foods);
- (iii) alcohol, alcoholic beverages;
- (iv) drugs, medicines;
- (v) plants, vegetation or flora;
- f) items that, whether by their nature or otherwise, are difficult to replace; or
- g) such other items as we may publish on our website at www.ukmail.com from time to time.
- 3.2.4. You agree that you must not send any Consignments through the UK Mail Network that contain any items that are, or of similar nature to, those types set out in Condition 3.2.3 without first obtaining prior written agreement from us. This is because the UKM network is not designed for the transportation of such goods and it may be necessary to negotiate and agree with you our specific responsibilities and liabilities to each other if we were to agree to transport such Consignments.

- 3.2.5. If we have given our written agreement in accordance with Condition 3.2.4, you must not send any Consignments that are outside of the scope of such written agreement.

- 3.2.6. If you send Consignments through the UK Mail Network in breach of Conditions 3.2.4 and 3.2.5, you will be in Material Breach of these Conditions. You agree that we will not be liable for any loss, damage or delay to such Consignments and you waive any rights and remedies in respect of such Consignments accordingly. You also agree to indemnify us in respect of any Losses we suffer as a result of your Material Breach.

Weight of Consignments

- 3.2.7. It is your responsibility to ensure that consignments intended for handling by one person do not weigh more than that recommended by the Health and Safety Executive as a safe weight for manual handling and in any event do not exceed 30 kilograms dead weight.
- 3.2.8. We may impose a maximum weight on your Consignments for operational reasons, such as to ensure that the weight of your Consignment is within the safety parameters of our network equipment. Please refer to our Website for more details. You agree that it is your responsibility to check our Website regularly, and that you will not send Consignments weighing more than any maximum weight imposed by us.

Out of Gauge Consignments

- 3.2.9. It is your responsibility to ensure that such Consignments sent through the UKM Network are not Out of Gauge unless we have agreed otherwise in writing.
- 3.2.10. Where there is no written agreement relating to Out of Gauge consignments in accordance with Condition 3.2.9, you agree and accept that:
- a) where a Consignment is reasonably considered by us to be Out of Gauge, we may take such action as we consider appropriate in order to continue to process your Consignment including manually sorting such Consignment and levy a surcharge in respect of the additional action we have had to take; and
- b) an Out of Gauge surcharge is reasonable as the UK Mail network is not optimised for Consignments that cannot be

processed using the equipment we operate and therefore you should only send Consignments through us which can be processed by the equipment in our network.

Packaging of Consignments

- 3.2.11. You must ensure that the packaging of Consignments is:
- sufficient to prevent the movement of its contents;
 - of such quality that it is sufficient to protect the contents of such Consignments from inherent risks in travelling through an automated loose load process such as the UKM Network; and
 - is in all respects safe for travel through the UKM Network and our staff to handle.
- 3.2.12. You must also ensure that an Address Label is securely affixed to the Consignment in a position where it can be easily scanned by us. You further agree that any Address Label affixed a Consignment must comply with our requirements relating to the specification and quality of Address Labels.
- 3.2.13. You acknowledge that we do not compensate to damage to packaging as its sole purpose is to protect the contents of the Consignment from the inherent risks in being processed through an automated loose load system. Therefore in the event that your Consignment contains original manufacturer packaging, you agree we are not liable to any damage to such packaging unless you protect it by using outer packaging.
- 3.2.14. Where we discover that the packaging of your Consignment is insufficient or in our opinion has already suffered damage likely to have occurred prior to our collecting such Consignment, you agree that we may, if we feel that it is reasonable to do so:
- reject any consignment we consider to be unsafe to handle due to the state of the packaging or lack thereof;
 - record and/or remark the discovered damage in our records and continue to process and deliver the Consignment in which event we will not be liable for such discovered damage.
 - take such reasonable remedial action on your behalf as we consider appropriate, including without limitation, repackaging the Consignment, in which event you agree to pay a surcharge to cover our costs of taking such action.

3.3. Service Options

- 3.3.1. We offer a number of Service Options in relation to our services.
- 3.3.2. You accept that not all of our Service Options will be available in all areas. Furthermore, we do not deliver to post office boxes of any kind, whether operated by Royal Mail, British Forces Post Office ("BFPO"), or any organisation, authority or entity anywhere in the world. You agree not to send Consignments which require delivery to such post office boxes through the UKM Network and you accept if you do send such Consignments, you will be in breach of this Condition 3.3.2, that the risk will be entirely yours and we will not be liable for any loss of such Consignment. You also accept and acknowledge that where you send Consignments in breach of this Condition 3.3.2 or which otherwise do not conform to the selected Service Options, we may levy a surcharge to cover our additional costs in dealing with your non-compliant Consignments.
- 3.3.3. When you send a Consignment through the UKM Network, you must select the appropriate Service Option.
- 3.3.4. We may at any time amend or withdraw any or all of our Service Options. We may introduce new Service Options. We will, where reasonably possible, give you at least 14 calendar days' notice of our intention to amend or withdraw our Service Options. Nothing in this agreement prevents you from ceasing to use the UKM Network if you feel that our Service Options, after amendment or withdrawal no longer meets your needs. However, you accept that if you continue to use the UKM Network after such amendment or withdrawal, that this constitutes your acceptance to such changes pursuant to Condition 1.3 of these Conditions.

3.4. International Consignments

- 3.4.1. This Condition 3.4 only applies where you send a Consignment to an address in a country outside of the United Kingdom. For the purposes of this Condition, the Isle of Man and the Channel Islands are not considered as part of the United Kingdom as they are subject to separate customs authorities.
- 3.4.2. You accept and agree that:
- we use agents for the international delivery of Consignments and that it is important that the information you provide to us is accurate and true;
 - you are responsible for ensuring that all the information you give to us is true, accurate and complete, including customs documentation, delivery address and, where appropriate or requested, the contact details of the recipient. We may, but are not obliged to, contact you for further information in which event you agree that you will provide such further information promptly;
 - you will be responsible for any additional charges we incur (e.g. our agent's charges for returning the Consignment to us) if we cannot deliver your Consignment due to: i) any failure by you to provide accurate and true information, whether at the time you requested the collection or when requested by us, or ii) any failure of the recipient to receive, refuse, or collect the Consignment for whatsoever reason, or iii) the acts and/or decisions of customs, law enforcement or other similar state authorities resulting in the Consignment being detained or rejected for onward travel;
 - where a Consignment has been returned to us by our agent, you may either elect to collect the Consignment at your own expense or ask us to deliver the Consignment to you, provided you have paid us any additional charges we have incurred from our agent. You acknowledge that where you ask us to return the Consignment to you, we are entitled to charge for carrying out such return; and
 - if you do not collect or arrange the return of your Consignment at your own expense and/or do not pay the additional costs we have incurred as a result of the Consignment being returned within 6 weeks of our first notification to you that the Consignment has been returned, the Consignment will be deemed to be an Unclaimed Consignment and you authorised us to dispose of or sell the Consignment as if it were an Unclaimed Consignment.
- 3.4.3. Our liability for any loss, damage or delay to Consignments with respect to our international services are subject to the relevant International Conventions, which take precedence over these Conditions in the event of a conflict between the terms in these Conditions and those set out in the relevant International Conventions.

4. Collection

- 4.1. We will use our reasonable endeavours to arrive at the collection address in sufficient time to collect a Consignment in order to

deliver such Consignment in accordance with the Service Option you have selected.

- 4.2. It is your responsibility to ensure that:
- 4.2.1. any Consignment you ask us to collect is available when we arrive at the collection address and is ready to collect by the time you have stated when raising your order (the "Agreed Collection Window"). You agree and accept that with respect to TPC collections, your failure to ensure that the Consignments are available may result in a 'nothing to collect' ("NTC") surcharge, and where we have to wait beyond the Agreed Collection Window in order to carry out the collection, we may charge you in respect of waiting time and we will not be liable for any subsequent delay in the delivery of your Consignment;
- 4.2.2. other than TPCs, any Consignment you ask us to collect has the correct and legible Address Label securely affixed in a prominent location on the Consignment pursuant to Condition 3.2.12; and
- 4.2.3. the correct Consignment is presented to us for collection. We may, but are not obliged to, take such actions as we consider in our sole discretion to be appropriate to repatriate or ask you to collect such Consignments that have been presented to us in mistake.
- 4.3. You accept and agree that we are not liable for the loss of any Consignments that have been given to us upon collection which do not comply with Conditions 4.2.2 and 4.2.3.
- 4.4. **Bulk Collection**
- 4.4.1. In addition to the provisions in this Condition 4, where we are required to collect a large volume of Consignments from a collection address, whether on an ad hoc or regular basis, you agree that:
- you are responsible for loading the Consignments onto our vehicle; and
 - we are not obliged to assist. You may request assistance, but whether we agree is entirely at our discretion and provided you agree that any such assistance is at your risk.
5. **Delivery**
- 5.1. Collection is completed and we will assume responsibility of any loss or damage to your Consignment due to our fault from the point that such Consignment has been scanned into the UKM Network. From the point of scanning, Consignments shall be transported within the UKM Network for delivery to the delivery address set out in the Address Label.
- 5.2. Where you select a Service Option that includes a time whereby the Consignment is to be delivered by, we will use our reasonable endeavours to deliver such Consignment by the time selected, otherwise, we will use our reasonable endeavours to deliver your Consignment by the end of the due delivery date indicated by the relevant Service Option you have chosen. If a Consignment is delivered late, our liability shall be as set out in Condition 9.6.
- 5.3. Where relevant and applicable, we may inform the recipient of an estimated time by which the Consignment will be delivered (an "ETA"). You accept that any ETAs given by us do not constitute a firm commitment or legal obligation to deliver by a certain time as ETAs are by their nature, estimations, and you agree to ensure that the recipient of the Consignment accepts this.
- 5.4. **Delivery Addresses**
- You acknowledge that we offer a range of delivery options as set out below table:

Delivery Option	Description
Default	We will deliver to the specified Delivery Address, but if there is no-one present from which we can obtain a POD, we may at our discretion either deliver the Consignment to a Neighbour or take it back to our delivering depot to re-deliver in accordance with Condition 5.9 or otherwise hold pending further instructions from you/the Recipient with respect to re-delivery or collection. Please note that this is our default delivery option and if you wish to use other delivery options as set out here, you must select them when raising your order.
Delivery Address only	We will deliver to the specified Delivery Address only but if there is no-one present from which we can obtain a POD, we will take it back to our delivering depot to re-deliver in accordance with Condition 5.9 or otherwise hold pending further instructions from you/the Recipient with respect to re-delivery or collection.
Leave Safe	We will deliver to the specified Delivery Address only but we are not required to obtain a POD from any person present at the Delivery Address. Instead we may leave the Consignment in a location on the Delivery Address at our sole discretion. For the avoidance of doubt, the word 'safe' in this context means that we will, only where it is reasonably practicable to do so, take into consideration placing of the consignment in a location so that is not obviously noticeable from a public place.
Alternative Address	We will deliver the Consignment to an address either specified by you or by the Recipient pursuant to Condition 5.8. Please note that if you do not wish to give Recipients the ability to specify and alternate delivery address, you must contact us in order to arrange for this option to be removed from your account(s).

- 5.5. You accept that our service obligation is to deliver to an address and not to the named recipient or any other person. You also accept and agree to communicate to the recipient prior to sending the Consignment through the UKM Network that we are not obliged to deliver the Consignment over the threshold of any property at the Delivery Address nor are we obliged to assist the recipient in any way as to moving the Consignment into their property. Any assistance we give is at our sole discretion and at your risk or that of the recipient. You agree to indemnify us in respect of any liability which arises as a result of your failure to comply with this Condition 5.5.
- 5.6. Notwithstanding condition 5.5, where the Delivery Address is in a property under multiple occupation, including apartment blocks, flats, offices for which there is a central area for the delivery of post or parcels, we may deliver the Consignment to that area instead

5.7. Where you have selected a signature only Service Option, we will only deliver the Consignment if there is a person at the address who is able to confirm receipt of the Consignment by way of signature. You accept and agree to communicate to the recipient prior to sending your Consignment through us that:

- 5.7.1. we are not obliged to check the identity, age, or suitability of any person at the address nor confirm their authority to receive the Consignment. The purpose of obtaining a signature is solely to establish that the Consignment was delivered and the person receiving it has confirmed he/she has received it in good order. Accordingly, we are not liable to you or any third party for any misrepresentation by any person who has misrepresented to us their authority to accept delivery of a Consignment; and
- 5.7.2. it is your responsibility to ensure that the recipient understands the conditions of delivery set out in these Conditions.
- 5.8. Where you have not selected a signature only Service Option (which we do not advise if your Consignment contains items that could be stolen or damaged), we may:
- 5.8.1. deliver to the specified Delivery Address stated on the Address Label; or
- 5.8.2. leave the Consignment at the specified Delivery Address. We are under no obligation to leave the Consignment in a particular location at the specified Delivery Address but we may at our sole discretion leave the Consignment in a location we deem to be appropriate taking into account all of the relevant circumstances.
- 5.9. You acknowledge and accept that the price you pay in respect of each Consignment covers its collection, its processing, and one attempt at delivery, at which point our obligation to deliver is discharged. You also accept and consent that in the event that the attempt to deliver is unsuccessful due to circumstances not within our control (including without limitation, where there is no-one present to receive the Consignment, or the recipient has refused to accept delivery for whatever reason), we will, unless we receive instructions from you to the contrary, automatically and at your cost make one further attempt to deliver (a "re-delivery"). If the re-delivery is also unsuccessful, the Consignment will be returned to our delivery depot pending your instructions. It is your responsibility to give us further instructions promptly. Unless otherwise stated in the Rate Agreement, we will charge you our prevailing rates for all re-delivery attempts and for returning the Consignment to you.
- 5.10. Alternatively, the recipient may collect the Consignment from us, provided that the recipient complies with our requirements in relation to proofs of identity and residence.

Proof of Proofs

- 5.11. You agree that our records will be definitive evidence of delivery of your Consignment. Where you have chosen a signature mandatory service, we will use our reasonable efforts to provide you with a copy of the signature of the person who took delivery of your Consignment which will be treated as supplementary evidence to our records.

6. Unidentifiable or Unclaimed Consignments

- 6.1. You acknowledge and accept that we cannot be expected to store all unidentifiable or unclaimed Consignments indefinitely and we may, therefore sell, destroy or otherwise dispose of such Consignments provided that before doing so that:
- 6.1.1. In the case of unidentified Consignments, we have used our reasonable endeavours for a period of 6 weeks from the date that a Consignment is declared to us to be unidentifiable to ascertain the sender or the recipient of such Consignment; or
- 6.1.2. where a Consignment is unclaimed or where the sender is identifiable, we have given 6 weeks' written notice to the sender of our intention to sell, destroy or otherwise dispose of the Consignment if it is not collected from us before the expiry of such notice.
- 6.2. Nothing in these Conditions obliges us to seek the best price possible or market value in respect of any unclaimed or unidentifiable Consignment we choose to sell.
- 6.3. In relation to unidentifiable consignments which we have sold in accordance with this condition 6 which are subsequently identified as belonging to you, we will remit to you the proceeds of the sale minus our reasonable expenses incurred in storing and selling the consignment. We will not be liable to you in any other respect relating to the consignment.

7. The Rate Agreement

- 7.1. We may require you to enter into a Rate Agreement with us so that we may commence trading. These Conditions will apply to each and every Consignment you ask us to collect and deliver under the Rate Agreement.
- 7.2. You accept and agree that we may amend the Conditions from time to time and it is therefore your responsibility to check our Website (www.ukmail.com) regularly for any changes to these Conditions before using our Services.
- 7.3. The purpose of the Rate Agreement is to set out further details on the charges for our Services. From time to time, we may enter into subsequent Rate Agreements with you. If we do, you agree that any new Rate Agreement that we enter into will automatically supersede any and all previous Rate Agreements, which will terminate upon a new Rate Agreement coming into effect.
- 7.4. Unless otherwise set out in the Rate Agreement, you accept and agree that:
- 7.4.1. any Charges set out in the Rate Agreement are conditional on the following:
- you accept that any payment or credit terms are given at our discretion and subject to satisfactory credit checks, We reserve the following rights:
 - review or withdraw such terms; and/or
 - suspend provision of the Services, if we reasonably believe that you could breach such terms or there are changes in your credit background; and
 - you will trade and continue to trade in accordance with your agreed traffic profile with us as you understand and accept that our Charges are calculated on the basis of a number of factors, including without limitation; expected volume of Consignments; geographical split (also referred to as PPC zones in the Rate Agreement); weight and dimensions; and Service Options, and that we are entitled to review and amend the Charges if actual volumes (or any of the relevant factors set out in these Conditions or the Rate Agreement) are materially different from the agreed traffic profile.
- 7.5. You must inform us of any changes to your details on the Rate Agreement, or any other circumstances which could affect the payment of our charges by giving at least 14 days' prior written notice of such changes.
8. **Charges**
- 8.1. Unless otherwise stated in the Rate Agreement:
- 8.1.1. Our Charges are calculated on whichever is the greater of the

<p>Consignment's:</p> <p>a) actual (dead) weight; b) volumetric weight; or c) declared weight,</p> <p>8.1.2. We may vary the Charges on 14 calendar days' prior notice, at which point if you continue to use our Services, such use will constitute acceptance of the amended Charges;</p> <p>8.1.3. You will pay our Charges within 14 calendar days of the date of our invoice or such other period as may be agreed between us in writing and signed by both parties;</p> <p>8.1.4. Where you have elected to pay by direct debit, cancelling or failing to pay a direct debit shall entitle us to suspend the Services and any agreed credit or payment terms shall automatically terminate and the standard payment terms set out in Condition 8.1.3 will apply.</p> <p>8.1.5. All Charges are exclusive of VAT, which if chargeable will be payable by you at the prevailing rate then in effect at the relevant tax point;</p> <p>8.1.6. Our Charges do not include any tax, duty, storage charges, or other charges or expenses which may be levied on the Consignment. You agree that it is your responsibility to ensure that any such tax or other charges set out in this Condition 8.1.6 are fully paid.</p> <p>8.1.7. Without prejudice to any of our rights, if you do not pay any sum payable to us by its due date we may:</p> <p>a) suspend provision of the Services; b) set off any amount (irrespective of whether they have been invoiced or payable) we may owe you against any sums you owe us; c) charge you 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; d) recover any costs and expenses, including legal expenses, incurred in collecting such outstanding sums from you on an indemnity basis;</p> <p>8.2. Our services are provided on a 'pay first, dispute later' basis. You agree that you will pay our invoices as they fall due without set off or withholding, even if you dispute such invoice. If you do withhold any sums, you will be in (unless in compliance with a legal requirement) breach of this Condition 8.2 and you agree that we may recover such sums from you and you will reimburse us in full on an indemnity basis, our costs in taking such recovery action.</p> <p>8.3. If you have a query or dispute in relation to an invoice you have received, you must raise that with us in writing and we must receive it within 20 days of the date of the invoice as the sooner we receive a query or dispute, the easier it is for us to investigate and resolve it. If we do not receive a query or dispute within the time period set out in this condition 8.3, the invoice will be deemed as undisputed and you agree to waive any right to query or dispute such invoice at a later date.</p>	<p>9.5.2. Extended Liability You may purchase Extended Liability from us in units of £1,000 and you may purchase a maximum of 10 units in respect of any Consignment. In the event of loss or damage, our liability will be calculated on the Value of the Consignment up to the maximum amount determined by the number of units you have purchased.</p> <p>9.5.3. Claims Process You accept that it is important, where loss or damage occurs, that it must be reported quickly so that we can investigate and determine whether such loss or damage is our fault when the most evidence exists. Accordingly, you agree that you will follow and comply with the Claims Process set out at www.ukmail.com/information/customer-information. You agree that we may levy an administration charge to cover the cost of administering your claim, the amount of which is set out in the Claims Process and as may be amended from time to time.</p> <p>Delay We will only be liable for any delay to the extent that the same arises from our fault. You agree that we should not be liable for any delay which arises from events beyond our reasonable control, including without limitation, traffic conditions, accidents not caused by Us, or delays caused by third parties. In the event a Consignment is delayed due to fault on our part, we may:</p> <p>a) upgrade the Service Option of the Consignment at our expense in order to minimise the delay as much as possible; or b) issue you a refund in accordance with the Late Delivery Scale; or c) where we have agreed under a service level agreement to do so, we shall pay to you the agreed service credit in respect of our failure to meet the agreed service level relating to delay, instead of upgrading the service or issuing a refund under Conditions 9.6.(a) and (b); and</p> <p>you agree that your sole remedy for such delay shall be limited as set out in this Condition 9.6.</p> <p>10. Termination and cancellation</p> <p>10.1. Unless stated otherwise in the relevant agreement, we may at any time terminate any Rate Agreement or contract with you by giving notice in writing to you if:</p> <p>10.1.1. 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;</p> <p>10.1.2. you are subject to a change of control, become insolvent or are unable to pay your debts as and when due; or</p> <p>10.1.3. on 14 days' notice for convenience (unless stated otherwise in the Rate Agreement);</p> <p>10.2. You may cancel an order for us to collect and deliver a Consignment provided that you notify us in good time before such Consignment is collected. Once a Consignment has been collected, we will use our reasonable endeavours to attempt to give your cancellation effect, however, you accept that this may not be possible once such Consignment has entered the UKM Network.</p>	<p>d) we comply with reasonable instructions notified to us in advance by you with respect to the processing of the Personal Data;</p> <p>11.5.4. assist you, at your cost, in:</p> <p>a) responding to any request from a Data Subject; and b) ensuring compliance with your obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;</p> <p>11.5.5. notify you without undue delay on becoming aware of a Personal Data breach;</p> <p>11.5.6. at your written direction upon the termination of the Customer Contract or on completion of the Services, delete or return Personal Data and copies thereof to you on termination of the agreement unless required by Applicable Laws to store the Personal Data; and</p> <p>11.5.7. maintain complete and accurate records and information to demonstrate our compliance with this Condition 11 and reasonably allow for audits by you or your designated auditor.</p> <p>11.6. You consent to us appointing third party processors of Personal Data under these Conditions. We shall ensure prior to any processing taking place that we will enter into a written agreement with any third party processor so appointed incorporating terms which are substantially similar to those set out in this clause 11. As between you and us, we shall remain fully liable for all acts or omissions of any third-party processor appointed by us pursuant to this clause 11.6.</p> <p>11.7. Either party may propose to replace this Condition 11 with such standard contractual clauses that may be adopted or laid down by the EU Commission or relevant supervisory authority (as that term is defined by Data Protection Legislation) with respect to matters set out in Articles 28(3) and 28(4) of the GDPR.</p> <p>11.8. If at any time you wish to revoke the consent you have given by agreeing to these Conditions or have queries relating to Data Protection, you may contact UK Mail's Data Protection Officer at UK Mail Ryton, Express House, Hillman Way, Ryton-on-Dunsmore, Warwickshire CV8 3ED or by email at dataprotectionofficer@ukmail.com.</p>
<p>9. Liability You agree and accept that given the charges in respect of any Consignment sent through the UKM Network, that the limits of liability set out in this condition 9 are reasonable and proportionate, apply to all legal liabilities (e.g. contract, tort, statutory duty, etc) irrespective of how they arise, and that the charges would be higher but for these agreed limits.</p> <p>General</p> <p>9.1. We will not be liable to you in respect of any loss, damage, delay, or unsuccessful delivery which arises as a direct or indirect result of any:</p> <p>a) negligent act or omission by you; b) misstatement or misrepresentation made by you; c) failure by you in complying with these Conditions; d) latent or inherent defect, tendency to wastage, vice, natural deterioration, or electrical derangement in or of the goods in a Consignment; e) any fraud or dishonesty on the part of you, the recipient, or any person claiming to have authority to receive the Consignment on the behalf of you or the recipient; or f) any circumstances beyond our reasonable control, including without limitation: 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 sub-contractors.</p> <p>9.2. We will not be liable to you 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 caused by a breach of these Conditions by us or some other failure to perform the services on our part, or which were otherwise not brought to our attention prior to entering a Rate Agreement or commencing trading with you.</p> <p>9.3. If you are a carrier or resell our Services to your own customers, you agree to waive your rights in respect of any loss or damage to a Consignment and you will be responsible for resolving any claim by your customer in respect of such Consignment.</p> <p>9.4. Nothing in this Agreement limits our liability in respect of personal injury, fraud, fraudulent misrepresentation or otherwise where it is unlawful to limit our liability.</p> <p>Loss or Damage</p> <p>9.5. All Consignments sent through the UKM Network are subject to our Standard Liability (which is included in the charges for the Consignment) or our Extended Liability (at additional cost). Our liability is fault based, which means that we are liable only where it is established that the loss or damage is our fault. You accept that it is your responsibility to ensure that you either select the appropriate cover or make your own arrangements as you are best positioned to know the value of your Consignment.</p> <p>9.5.1. Standard Liability In the event of loss or damage, our liability will be calculated on the basis of the weight of the Consignment at a rate of £10.00 per kilogram up to a maximum of £10,000 in respect of the Consignment.</p>	<p>11. Data Protection</p> <p>11.1. For the purposes of this Condition 11 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 1998 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 UK Mail or its parent company.</p> <p>11.2. You and we shall comply with all applicable requirements of the Data Protection Legislation. This Condition 11 is in addition to and does not relieve, remove or replace either party's obligations under the Data Protection Legislation.</p> <p>11.3. The parties acknowledge that for the purposes of the Data Protection Legislation, you are the data controller and we are the data processor (as those terms are defined in the Data Protection Legislation). UK Mail's Privacy Policy, which is published at http://www.ukmail.com/privacy-and-cookies or is otherwise available upon request, sets out the scope, nature and purpose of processing by us, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation) and categories of data subject.</p> <p>11.4. Without prejudice to the generality of Condition 11.2, you shall ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer and processing of Personal Data to us for the duration and purposes of the Customer Contract and shall indemnify and hold us harmless against any fines, losses, claims, damages, awards, costs, and expenses (including reasonable legal expenses) suffered by us arising from or in connection with any failure by you of your obligations under Conditions 11.2 and 11.5.</p> <p>11.5. Without prejudice to the generality of clause 11.2, we shall, in relation to any Personal Data processed in connection with the performance by us of our obligations under this agreement:</p> <p>11.5.1. process that Personal Data only on your written instructions unless we are required by Applicable Laws to process Personal Data. Where we are relying on Applicable Laws as the basis for processing Personal Data, we shall promptly notify you of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit us from so notifying you ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;</p> <p>11.5.3. not transfer any Personal Data outside of the European Economic Area unless your prior written consent has been obtained and the following conditions are fulfilled:</p> <p>a) you or we have provided appropriate safeguards in relation to the transfer; b) the data subject has enforceable rights and effective legal remedies; c) we comply with our obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and</p>	<p>12. Communication and Notices</p> <p>12.1. All communications and notices 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.</p> <p>12.2. For the avoidance of doubt, we may communicate or notify using our invoices, which for the purposes of this Condition 12 shall be deemed to be a valid notice or communication.</p> <p>12.3. 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.</p> <p>12.4. In respect of informal communications, you agree that by giving us an email address that we may contact you through such email address from time to time.</p> <p>13. Entire Agreement</p> <p>13.1. These Conditions along with the Rate Agreement and such other documents that may be referred to in these Conditions constitute the entire agreement between you and Us for the supply of the Services. Each party acknowledges that in entering into these Conditions it has not relied on any representation or undertaking, whether oral or in writing, save as expressly incorporated herein. This Condition 13.1 shall not exclude any liability for fraud or fraudulent misrepresentation.</p> <p>13.2. If there is any conflict between these Conditions and the terms and conditions set out on any printed documents provided by Us (but not being amended Conditions), these Conditions will prevail.</p> <p>14. Waiver If We fail, at any time while these Conditions are in force, to insist that you perform any of your obligations under these Conditions, or if We do not exercise any of Our rights or remedies under these Conditions, that will not mean that We have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If We do waive a default by you, that will not mean that We will automatically waive any subsequent default by you. No waiver by Us of any of these Conditions shall be effective unless We expressly say that it is a waiver and We tell you so in writing.</p> <p>15. Severance 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.</p> <p>16. General</p> <p>16.1. 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.</p> <p>16.2. These Conditions may be reasonably 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.</p> <p>16.3. 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.</p> <p>16.4. 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.</p> <p>16.5. 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.</p> <p>17. Jurisdiction</p> <p>17.1. These Conditions are governed by English law and the parties submit to the exclusive jurisdiction of the English Courts.</p>