

DHL Express (UK) Limited t/a DHL Sameday

TERMS AND CONDITIONS OF CARRIAGE FOR UK & NORTHERN IRELAND

IMPORTANT NOTICE

These Conditions between DHL and the Customer are for the domestic Carriage of Consignments and shall apply to the Customer from the time that DHL accepts a Consignment for Carriage unless otherwise agreed in writing by an authorised representative of DHL. The Customer's statutory rights and entitlements hereunder are not affected. Every Consignment is carried on a limited liability basis as provided in paragraph 9. The Customer warrants that it is either the owner of the Consignment or that it is authorised by the owner to accept these Conditions on the owner's behalf.

1. DEFINITIONS

The following definitions apply to these Conditions:

"Carriage" means the collection, holding, transportation, delivery and other services undertaken with regard to a Consignment;

"Charges" means all charges payable by the Customer including but not limited to charges for the Carriage, surcharges (including but not limited to emergency, operational and fuel surcharges), storage charges, VAT, taxes, interest, fines, administration charges, duties, customs duties, levies, imposts, insurance premiums and any other amounts properly chargeable to the Customer in connection with the Carriage or imposed by regulatory bodies in relation to the Consignment(s), and any other amounts payable under these Conditions;

"Conditions" means these DHL Express (UK) Limited Terms and Conditions of Carriage for UK & Northern Ireland;

"Consignment" means all goods that travel under Consignment Notes (whether in one or a number of parcels) collected on the same day for delivery to a nominated address(s) and any other goods accepted by DHL for Carriage;

"Consignment Note" means the document (whether in paper or electronic form) incorporating these Conditions specifying the number of parcels and the destinations and which may include any manifest or label produced by a DHL automated system or otherwise;

"Customer" means the party who contracts with DHL and who is responsible for the Charges;

"DHL" means DHL Express (UK) Limited trading as DHL Sameday (Company No. 02275780) whose registered office is at Orbital Park, 178-188 Great South West Road, Hounslow, Middlesex TW4 6JS;

"Equipment" means any special appliances to be provided by the Sender and/or Receiver, where required, for the loading or unloading of a Consignment;

"POD" means proof of delivery of a Consignment by signature in electronic or written form, or by electronic scan by DHL or by any other evidence such as a driver's confirmation of delivery;

"Receiver" means the party specified on the Consignment Note to whom the Consignment is to be delivered; and

"Sender" means the party sending the Consignment.

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2. COLLECTIONS, DELIVERIES AND ROUTING

- 2.1 Consignments are delivered to the delivery address but not necessarily to the named Receiver personally.
- 2.2 One attempt to deliver will be made by DHL. Thereafter DHL may request instructions from the Sender following which re-delivery will be made by DHL dependent upon the service selected and subject to the associated Charges. It is the Customer's responsibility to ensure that the appropriate service is selected at the time of dispatch of or booking the collection.
- 2.3 Consignments to addresses with a central receiving area will be delivered to that area.
- 2.4 The Consignment is deemed to have been delivered upon receipt of a POD. The POD shall be conclusive evidence of delivery, save where the POD is obtained as a result of any fraud, collusion or dishonesty on the part of DHL.
- 2.5 The data scanned by DHL shall prevail if there is a discrepancy between the data provided by the Sender or Customer, and the data scanned by DHL in connection with the Consignment.
- 2.6 DHL will make every reasonable effort to deliver Consignments according to DHL's regular delivery schedules but these are estimates only and are not guaranteed unless otherwise stated. DHL is not liable for any damages or loss caused by delays howsoever arising.
- 2.7 All route planning shall be at the sole discretion of DHL. The Customer acknowledges that Carriage over weekends, Bank Holidays and Public Holidays may impact on the expected delivery time.
- 2.8 Collections and deliveries which take more than fifteen minutes may be subject to a surcharge.
- 2.9 Where DHL has been requested to collect a Consignment and upon collection there is no Consignment to collect, then DHL may charge the Customer an aborted collection charge.
- 2.10 DHL may open and inspect a Consignment at any time for any reason but is under no obligation to do so.
- 2.11 DHL shall have no liability for any loss or damage occurring after delivery.
- 2.12 Couriers and booking agents are not responsible for the interpretation of these Conditions and DHL shall not be liable for any representation, guidance or interpretation of these Conditions.
- 2.13 DHL may at anytime at its sole and reasonable discretion refuse to carry any Consignment.

3. TERMINATION

- 3.1 These Conditions may be terminated for any reason by either party on 30 days' notice.
- 3.2 DHL may terminate these Conditions immediately where the Customer (i) is in breach of these Conditions; or (ii) becomes insolvent or bankrupt or suffers any such other analogous event.

4. UNDELIVERABLES

- 4.1 Consignments cannot be delivered to PO boxes.
- 4.2 If the Receiver refuses delivery or is unable to accept delivery or the Consignment is deemed to be unacceptable by the Receiver or the Receiver cannot reasonably be identified or located then DHL shall use reasonable efforts to return the Consignment to the Sender at the Customer's cost, failing which DHL shall be entitled to dispose of or sell the Consignment

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without incurring any liability to the Customer or to any other party whatsoever. The Customer shall be responsible for all costs associated with the disposal or sale of the Consignment and DHL shall be entitled to deduct from the proceeds of the sale sufficient funds to meet these costs.

5. LOADING AND UNLOADING

- 5.1 When collection or delivery takes place at the Sender or the Receiver's premises, DHL shall not be under any obligation to provide any equipment, power or additional manpower required for such collection or delivery.
- 5.2 It is the Customer's responsibility to ensure that where any Equipment is required, that such Equipment is available free of charge at the time of collection and/or delivery. Where such Equipment is not available and if DHL agrees to load or unload such Consignment (or part thereof), such loading or unloading shall be at the Customer's risk and DHL shall have no liability whatsoever and shall be indemnified by the Customer for any damage howsoever arising in the course of or as a result of loading or unloading such Consignment without the Equipment.

6. UNACCEPTABLE CONSIGNMENTS

- 6.1 Unless otherwise agreed to by DHL, the following items **will not** be carried by DHL: animals (including birds, fish, insects, larvae, pupae etc); animal products (including but not limited to ivory, fur and garments trimmed with fur); antiques and art works; bullion; cash (including bank notes and currency); cash like negotiable instruments in bearer form (including but not limited to bank notes, currency and vouchers,); complete firearms, firearm parts, ammunition, explosives, weapons; dangerous / hazardous goods including but not limited to perfumes, aftershaves, aerosols, flammable substances, loose lithium batteries, dry ice, biological substances, UN classified dangerous goods and any goods specified as such under International Air Transport Association regulations ("IATA"), the Agreement on Dangerous Goods by Road ("ADR") or International Maritime Dangerous Goods ("IMDG") regulations; designer clothing, apparel and accessories over £250 in value; electronic items - In total no more than 2 electronic items per package i.e. desktop computers, MP3 players or any other electronic components. The entire package may not contain more than 2 lithium batteries which must be contained within the electronic items. The package must not exceed £1,000 in total value; flowers and plant products; human remains or ashes; illegal goods (these are goods which are considered illegal in the origin, the transit points and/or the destination countries and would include but not be limited to pirated goods, counterfeit goods and narcotics); imitation (replica) firearms, toy guns, weapons, explosive devices or ammunition;; jewellery over £1,000 in value; laptop computers - no more than 1 laptop computer per package. The entire package may not contain more than 1 lithium battery which must be contained within the laptop. The package must not exceed £1,000 in total value; loose lithium batteries; medical samples (including but not limited to bodily fluids and tissue samples); mobile telephones - no more than 2 mobile telephones together with accessories. The entire package may not contain more than 2 lithium batteries which must be contained within the mobile telephones. The package must not exceed £500 in total value; personal data – packages containing unencrypted personal data in electronic format; non-hazardous liquids; perishable items that require a temperature controlled environment; pornography; prescription drugs and pharmaceutical products; tax stickers / banderols; tobacco; and watches with an individual value over £1,000. This list of items may be amended by DHL from time to time as published on DHL's website at www.dhl.co.uk.
- 6.2 DHL may at its sole discretion refuse to carry other items not listed in paragraph 6.1

7. CUSTOMER OBLIGATIONS

- 7.1 Notwithstanding the provisions of paragraph 9.4, the Customer shall warrant and undertake that:

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- 7.1.1 all Consignments are appropriately and securely packaged for Carriage taking into account: (i) the content of the Consignment and ensuring that it does not cause damage or injury to equipment, personnel or otherwise; (ii) the rigours of an automated transportation process; and (iii) DHL's packaging advice located at www.dhl.co.uk. DHL shall be entitled to refuse to carry Consignments which are not suitably packaged. The Customer shall fully indemnify and hold DHL harmless for any costs, expenses, loss or damage howsoever arising out of its or any third party's failure to comply with the provisions of this paragraph;
- 7.1.2 all Consignments are correctly labelled, and that all labels shall be securely fixed, clear, legible and placed on the largest flat surface of each parcel comprising the Consignment for easy visibility. If the Sender has failed to adequately label any parcel within the Consignment then DHL shall be entitled to refuse to carry the entire Consignment. DHL, its servants or agents shall not in any circumstances be liable for any late delivery, mis-delivery or non-delivery caused by or contributed to by the deficient or ambiguous labelling or any other failure by the Sender of its labelling obligations;
- 7.1.3 all data to be provided by it (including by electronic means) in relation to the ordering, labelling, Carriage or invoicing of the Consignment shall be accurate, complete, of the correct type, and be provided in a timely manner as required by DHL. Such data shall include but not be limited to the weight of the Consignment; an accurate description of the contents of the Consignment; a full and accurate name and address of the Receiver including the postcode, a mobile telephone number, email address and a day time landline telephone number. If the Customer has failed to provide all such necessary data, then DHL shall be entitled to refuse to carry the Consignment and/or may charge the Customer accordingly. The Customer shall fully indemnify and hold DHL harmless for any costs, expenses, loss or damage howsoever arising out of its or any third party's failure to comply with the provisions of this paragraph;
- 7.1.4 it complies with all legal and statutory obligations and regulations regarding the Carriage of Consignments by road, sea and air;
- 7.1.5 it complies with paragraph 6 above and all legal and statutory obligations and regulations regarding the Carriage of the Consignment. The Customer shall fully indemnify and hold DHL harmless for any costs, expenses, loss or damage howsoever arising in circumstances where: (i) the Customer or a third party submits items for Carriage which fall within paragraph 6.1; or (ii) the Customer or any third party fails to comply with any applicable laws or regulations (including but not limited to any health and safety obligations);
- 7.1.6 prior to Carriage, any important documents (including passports and other original documents) are copied; any electronic data is backed-up; and all personal data and confidential information is encrypted. The Customer shall fully indemnify and hold DHL harmless for any costs, expenses, loss or damage incurred by DHL as a result of such breach howsoever arising;
- 7.1.7 shall keep confidential and not disclose any information relating to these Conditions including services provided under them and shall not make any press release or other public announcement about DHL or any matter relating to these Conditions without DHL's prior written consent; and
- 7.1.8 it shall notify DHL in writing and request DHL's prior approval for the Carriage of any Consignment with a value in excess of £30,000.
- 7.2 In the event of a breach of any of the obligations in paragraph 7.1 above which causes loss of or damage to the Consignment, or delay or mis-delivery or non-delivery, then DHL's liability as specified in paragraph 9 will be excluded.

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7.3 Subject to paragraph 9.4 below, if the Receiver, Sender or any other party makes any claims for liabilities or damages or makes any attempt to recover any costs or expenses ("Claim") against DHL, its agents or sub-contractors, then the Customer shall indemnify DHL, its agents and sub-contractors against any such Claim where DHL has already paid the Customer the limits set out in paragraph 9 and/or where DHL's liability to the Sender or Receiver or any other party exceeds the limits set out in paragraph 9.

8. CHARGES

8.1 The Customer shall pay or reimburse DHL for all Charges without any deduction.

8.2 Where the Customer has an account with DHL, payment shall be made within 30 days of the date of the invoice otherwise all Charges are payable in advance of Carriage.

8.3 All Charges are exclusive of VAT and such Charges may be subject to variation by DHL from time to time.

8.4 DHL reserves the right to make surcharges to recover costs associated with national or international or industry-wide situations, including but not limited to fuel price increases, increases in Government or any other authority's fiscal or statutory charges payable by DHL and variations in vehicle excise duty.

8.5 The Charges are based on the distance of journey and/or the number, size and weight of the Consignments or parcels and on the volume, collection and distribution profile as indicated by the Customer. Should the volume, distribution profile or expenditure vary then DHL shall have the right to implement a reasonable adjustment of the applicable Charges.

9. LIABILITIES

9.1 Subject to paragraphs 9.3 to 9.6 and 10 below, DHL's liability arising from any negligent act, omission or breach resulting in loss of or damage to a Consignment shall not exceed the cost price of the Consignment or part thereof and shall be limited as follows:

9.1.1 in the event of loss of or damage to the whole of a Consignment or mis-delivery or non-delivery of the Consignment, DHL's liability shall not exceed £100.; and

9.1.2 in the event of loss of or damage to part of a Consignment, DHL's liability shall be calculated pro-rata in accordance with condition 9.1.1 above.

9.2 Subject to paragraphs 9.3 to 9.6 and 10 below, in the event of any other Claim made under these Conditions other than in respect of delay, loss or damage to a Consignment or mis-delivery or non-delivery of the Consignment, DHL's maximum liability under these Conditions shall be limited to £50 per Consignment.

9.3 DHL shall have no liability whatsoever unless the Customer commences legal proceedings within 12 months from the date the Consignment was collected for Carriage.

9.4 Neither party shall in any circumstances howsoever arising be liable to the other or to any third party for (i) consequential loss or damage; (ii) indirect loss or damage; (iii) incidental loss or damage; (iv) economic loss of any nature; (v) loss of income; (vi) loss of profits whether direct or indirect; (vii) loss of interest; (viii) loss of future business; (ix) loss of goodwill and (x) loss of sales or turnover.

9.5 Nothing in these Conditions shall restrict or exclude liability of the Customer or DHL for (i) death or personal injury caused by that party's negligence; (ii) any fraudulent act, fraudulent omission or fraudulent misrepresentation by that party or its officers, employees, sub-contractors, agents or representatives; and (iii) any other liability that cannot be limited or excluded by law.

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9.6 The Warsaw and Montreal Conventions may apply to the Carriage and may further limit the liability of DHL.

10. CLAIMS PROCEDURE

10.1 The Customer shall comply with the claims procedure as published on DHL's website at www.dhl.co.uk, as amended from time to time.

10.2 DHL shall be entitled to require proof of the cost price and if applicable the weight of the whole or any part of the Consignment.

10.3 All claims bought under paragraph 9.2 and all claims for loss of a Consignment or for late delivery must be made by the Customer in writing within 28 days of the date of despatch.

10.4 All claims for damage to a Consignment or partial loss of Consignment must be made by the Customer in writing within 14 days of the date of delivery.

10.5 Should the Customer fail to comply with the time limits specified in paragraphs 9.3, 10.3 or 10.4, then DHL shall have no liability whatsoever.

11. INSURANCE

11.1 Where available and where requested by the Customer, DHL may arrange insurance for the loss of or physical damage from an external cause to the Consignment only. The Customer shall be responsible for the payment of the premium.

11.2 It is the Customer's responsibility to either seek insurance coverage through DHL (where available) or make its own insurance arrangements in such sums and against such risks as it deems appropriate if the Customer is not satisfied with the level of DHL's liability under these Conditions.

11.3 Subject to paragraph 7.1.8, the Customer's notification shall not be deemed to be a declaration of interest for insurance purposes. Where such approval for Carriage has been granted by DHL, DHL shall not be deemed to have insured the Consignment unless the Customer has paid the associated insurance premiums. DHL's liability shall always be limited as set out in paragraph 9.

11.4 The Customer hereby waives all rights of subrogation which might otherwise exist under the insurance policies possessed by the Customer with coverage for Consignments in Carriage, for any claim or action in excess of the liability limits in these Conditions.

12. EVENTS BEYOND DHL'S CONTROL

12.1 DHL is not liable for any loss, damage, failure to perform, or delay in performing any of its duties due to circumstances beyond its reasonable control, including but not limited to: flood; fire; "Act of God"; strike, lock-out or other labour dispute; threat and/or act of terrorism; malicious damage; riot or civil commotion; accident; adverse traffic conditions; mechanical breakdown; war or any other military action; earthquake; severe weather conditions; pandemic; plane crash; embargo; compliance with any law or governmental order, rule, regulation or direction not in force on the date of collection of the Consignment; and electrical or magnetic damage to, or erasure of, electronic or photographic images, data or recordings.

13. SUB-CONTRACTING

13.1 DHL shall be entitled to assign, transfer or sub-contract the Carriage or any part thereof to its affiliates or to any third party sub-contractor. DHL shall remain liable to the Customer to the extent set out in these Conditions for the performance of any sub-contractor. The Customer shall not be entitled to assign or transfer its rights or obligations under these Conditions without the prior written approval of DHL.

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13.2 Any sub-contractor or agent of DHL shall be entitled to rely on and enforce any of the provisions of these Conditions as if it were a party hereto in the place of DHL.

14. DATA PROTECTION

14.1 All personal data provided to DHL under these Conditions will be held and processed by DHL its servants, agents and where applicable carefully selected third party companies and shall be used fairly, in confidence and solely for the purposes of providing the services. DHL shall keep such personal data secure and shall comply with the Data Protection Act 1998.

14.2 The Customer warrants that all personal data provided to DHL has been fairly and lawfully obtained and the Customer has authority to disclose such personal data to DHL and for DHL to lawfully process it. The Customer shall fully indemnify and holds harmless DHL for any costs, expenses, losses or damage howsoever arising out of its failure to comply with this warranty.

15. SEVERABILITY

15.1 The invalidity, unenforceability or illegality of any provision in these Conditions shall not affect any other part of these Conditions.

16. VARIATION AND WAIVER

16.1 No variation of these Conditions shall be valid unless it is in writing and signed by an authorised representative of each party.

16.2 The waiver or failure of either party to exercise any rights under these Conditions shall not be deemed to be a waiver or failure to exercise any other right under these Conditions.

17. THIRD PARTY RIGHTS

17.1 Subject to paragraph 13.2, the parties agree that the provisions of the Contracts (Rights of Third Parties) Act 1999, shall not apply to these Conditions.

18. LIEN

18.1 DHL shall have a specific and general lien on any Consignment and associated documentation during Carriage for all Charges due. DHL shall be entitled to sell or dispose of the Consignment and associated documentation at the expense of the Customer after having given the Customer 14 days' notice of such disposal and to apply any proceeds towards payment of any overdue Charges. DHL shall account to the Customer for any amounts exceeding the overdue Charges and associated expenses and shall then be discharged from any liability with regard to the Consignment and associated documentation.

19. ENTIRE AGREEMENT

19.1 Subject to the compulsory application of any relevant legislation or international convention, these Conditions, the claims procedures and the Consignment Note shall constitute the entire agreement between the parties and shall supersede the provisions of any previous contract, warranty, representation or misrepresentation made or given relating to the Carriage of Consignments.

20. GOVERNING LAW

20.1 These Conditions and any non-contractual obligations arising out of or in connection with them shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.