

Terms and Conditions of Business

1) Definitions

a) Us, We, Our

Courierpoint Limited including its employees agents.

b) You, Your

Any individual or organisation that uses us to arrange transportation of packages.

c) Website

The online facility provided by us to allow you to arrange transportation of packages.

d) Carrier

An individual or organisation that undertakes the physical task of transporting your packages from point of collection to point of delivery. The carrier is a separate entity from us and have their own terms and conditions of carriage. We do not normally see nor come into physical contact with your package.

e) Package

A single item containing goods or documents with a waybill attached to form part or whole of a shipment.

f) Waybill

A label that must be attached to each package to uniquely identify it. The waybill usually also displays the delivery address details. Some carriers will refer to this as an Air Waybill (AWB) or consignment note.

g) Shipment

One or more packages transported from a single collection address to a single delivery address by the same carrier on the same service at the same time.

h) Order

A single request for us to arrange collection of one or more of your shipments for transportation.

i) Liability

An agreement to compensate you in the event that a package you have given to a carrier for transportation is lost or delivered damaged. Note: although your legal contract for carriage of packages is with us, for the purposes of liability we mirror the carrier's accepted liability including all of their terms and conditions of carriage. We do not accept any other liability to you than the carrier you have selected for carriage of your parcel has accepted to us.

j) Prohibited Item

An item that a carrier refuses to knowingly transport under any circumstances. If you cause a carrier to unknowingly transport such an item you may forfeit the item. You may be liable for loss or damage of the carriers' property or other shipments in transit with the carrier that is caused by transport of this item. The carrier will not accept any liability for loss or damage of the item in transit. You may also be subject to criminal charges if carriage of such an item is illegal. See the terms and conditions of carriage of the carrier you are planning to use for a full list of prohibited items.

k) **Restricted Item**

An item that a carrier will transport under particular circumstances. This is usually but not always that the carrier accepts no liability for damage to the item that may occur whilst in transit.

2) Preamble

a) **Our Role**

We provide facilities for you to select the most appropriate carrier and service for your needs and arrange for the carrier to collect, route and deliver your package.

We take payment and provide all customer service including tracking and processing of claims. The whole of the legal contract for the service including collecting, routing and delivering of your package is between you and us.

b) **The Role of our Terms and Conditions of Business**

These terms and conditions of business are provided to define our responsibilities and your responsibilities when you instruct us to arrange transportation of your packages. As well as these terms and conditions, our relationship with you is bounded by advice and warning message which we display on our website that we can reasonably expect you to have seen in the process of using the website to arrange transportation of your packages. You must take care to read all messages and advice displayed whilst using the website. If you do something we have advised you not to do then our responsibilities may be reduced or removed.

3) Our Responsibilities are:

a) **Act as Intermediary**

We offer a range of transportation services for packages from a range of carriers so you can select which best meets your needs. As you make the selection of service without our direct involvement we are not responsible for the suitability of the service you have selected. We send the shipment details you have entered to the carriers automatically so we cannot be responsible for loss of packages or additional charges resulting from any incorrect or incomplete information you send.

b) **Operate the Website**

Although we make every reasonable effort to ensure our website is available to you at all times we are not liable for damages of any sort including consequential loss resulting from unavailability of our website.

We will stand by any services ordered and their associated prices displayed on our website as displayed at the time you confirmed the order.

Excepting the above, we retain the right to change services offered and associated prices at any time.

c) Process Liability Claims

In the unlikely event that a package is lost in transit or delivered damaged you may be able to make a claim. You must register such a claim with us providing full details of the package including a purchase invoice to support the value of the contents and in the case of damage, photos clearly showing the damaged box. We will make a claim to the appropriate carrier and pass on any money received in settlement of the claim. The terms and conditions for the claim are those of the carrier except in the case of time limitations for registering a claim where these are reduced by two working days to provide for the submission of documents and evidence.

d) Take Payment

i) Pay As You Go Customer

If you are a Pay As You Go customer then we will calculate the payment due from the information you have entered and take payment from your credit/debit card before you print the associated waybill. If the full service you have ordered is not provided, through no fault of yours, we will refund the whole payment to your credit/debit card. If only part of the service you have ordered is provided, for example the carrier attempted a collection at the arranged time but you were not available to hand over the package, we will make a partial refund of the payment to your credit/debit card.

ii) Prepay Account Customer

If you are operating a Prepay Account with us, you transfer payment to your account before placing orders with us. We then deduct from your account payment for each order you place before you print the associated waybill. A prepay account is only available to a business user.

If the full service you have ordered is not provided, through no fault of yours, we will refund the whole payment to your account. If only part of the service you have ordered is provided, for example the carrier attempted a collection at the arranged time but you were not available to hand over the package, we will make a partial refund of the payment to your account.

We may from time to time set a minimum amount of prepayment that can be made on your prepay account. This will be indicated on the website when you arrange to make a prepayment.

We may from time to time offer a bonus or goodwill credit on your prepay account. This bonus or goodwill credit can only be used against services and will not be refunded to you under any circumstances. If there is a bonus or goodwill credit on your account this will be used against services before any prepayments you have credited to your account.

If you require a refund from your prepay account for money credited to your account within 14 days of crediting the money and you have not used your account to pay for services since the money was credited we will refund the payment in full to the credit/debit card used for the payment.

If you require a refund from your prepay account for money credited to your account more than 14 days after crediting the money or you have used your account to pay for services since the money was credited, we will refund to the credit/debit card used for the payment the remaining payment balance less five pounds or five per cent, whichever the greater. The refund will be made at least 30 days after the request to allow for any additional surcharges relating to shipments you have already ordered to be notified to us by our carriers.

Any balance remaining on your prepay account with no charges for services taken for a continuous period of 12 months shall be forfeited.

iii) Credit Account Customer

If you are operating a Credit Account with us then we will invoice you regularly for the orders you have placed with us. These invoices must be paid in full within the payment terms agreed between you and us at the time the account was set up and as shown on the invoice. If we do not receive payment within these terms then a late payment surcharge is due. This is shown on each invoice. A credit account is only available to a business user.

4) Our carrier's responsibilities are:

a) Collect, Route and Deliver packages

The carrier's responsibilities to us are to collect, route and deliver your package in good condition. We are responsible to you to the precise extent that the carrier you selected is responsible to us. Therefore, all packages are collected, routed and delivered subject the selected carrier's terms and conditions of carriage. As these will vary by carrier we advise you read them prior placing any order for a carrier through us.

b) Link to Carrier's Terms and Conditions of Carriage.

DHL Express:

www.dhl.co.uk/en/express/shipping/shipping_advice/terms_conditions.html

FedEx:

www.fedex.com/gb/services/terms/

TNT:

www.tnt.com/express/en_gb/site/terms_and_conditions.html

UPS:

www.ups.com/content/gb/en/resources/ship/terms/service.html

Yodel

www.yodel.co.uk

5) Your Responsibilities Are:

a) Enter Correct Data

The services and prices shown on the website are based on the information you have entered about your shipment. In particular the size and weight of packages can dramatically affect the price offered. After collection packages will be weighed and measured by the carrier whose determination is final.

The carrier you select will use the address information you have entered to try to deliver your shipment. If the address information is incorrect or incomplete the delivery of your shipment may be delayed or not possible. In the event that delivery is not possible the carrier will return the shipment to you. There may be additional charges for this.

b) Ensure Packages are Properly Packed and Labelled

All packages transported by our carriers must be packed appropriately for the contents. Our carriers provide a consolidated service. This is to say that the person that collects your package is not the only person that may handle it. In most cases the person will pass it to an automatic sortation system which will pass it on to a delivery person. It will be transported with other packages which may be stacked on top of it and it may rest on any face of the package (no account can be taken of 'This Way Up' labels or similar). Automatic sortation systems normally use conveyor belts or similar and parcels may tumble or drop short distances during the sortation process.

A waybill must be securely attached to each package so it can be properly routed and tracked. Ideally the waybill should be printed on a self-adhesive label so that is stuck onto the package across the full surface and is unlikely to be torn when slid past other packages.

If the carrier judges that a package is too poorly packed to be transported, it may be returned to you, it may be repacked or it may be resealed. If it is returned to you, repacked or resealed you are responsible for these charges.

c) Ensure Customs Documentation is Properly Completed and Attached if Required

If a package contains anything other than documents and it is being sent to a destination outside the European Union then a commercial invoice will be required. Some commodities require additional documentation. It is your responsibility to ensure that all customs documentation required by the destination country is attached to one of the packages in the shipment at the time of collection. If any customs documentation is incomplete or missing

delivery of your shipment may be delayed or it may be returned to you or destroyed. If it is returned to you, you are responsible for the cost of transportation.

d) Ensure Someone at the Destination is Aware a Shipment is Being Sent to Them

Most services require a signature from someone to release the shipment. Although the driver may ask for the person named on the waybill, they are not required to get the signature of this person. Anyone at the address may sign for the shipment. If there is nobody available at the address the driver may ask a neighbour to sign for the shipment and take it in. Alternatively they may return the shipment to the depot for delivery to be attempted on another day. On some services, particularly those intended for delivery to business addresses, there is a charge for additional delivery attempts. If after a reasonable period of time a delivery is not possible, your shipment may be returned to you. If it is returned to you, you are responsible for the cost of transportation.

e) Ensure Packages are Available for Collection at the Arranged Place and Time.

When placing an order you will define a place and time for your packages to be collected. The driver will make a special journey to collect your package. If the address you have given is incorrect or incomplete, you are not in when they arrive or the package is not ready when they arrive they will have a wasted journey. You are responsible for the cost of the failed collections.

f) Pay for Additional Carrier Charges

In the event that the size or weight of a package is found to be different to that you have entered when placing an order you are responsible for any additional charges between the weight and size you entered on the website and the weight and size measured by the carrier. You are also responsible for an administration charge relating to the processing of this additional charge.

g) Pay Customs Charges

If customs charges (including duty, import VAT and administration charges) are not paid by the receiver for any reason, you are responsible for paying them.

h) Use of the Website

You must not use a username and password that you are not authorised to use in order to gain access to secure areas of the website.

You must not use the website for any illegal purpose or in a way that may impair the performance, corrupt the content or otherwise reduce the overall functionality of the website or do anything which may compromise the security of the website or attempt to gain access to secured areas or sensitive information by any means. Misuse of the website may incur civil and/or criminal liability under Computer Misuse Act 1990 or any other appropriate act of law.

You will be fully responsible for any claim, expense, liability, losses or costs including legal fees incurred by us through the pursuit of action associated with your misuse of the website.

6) Other

a) Data Protection

We use data that you provide to us for the purposes for organising, monitoring, billing and taking payment for the transport of packages that you request us to arrange. We may also use data that you provide to us for our own marketing and promotional purposes.

b) Data Access

If you request us to set up any form of credit arrangement, we may search publically available information to establish credit history. We have the right to refuse to provide credit arrangements without further explanation if satisfactory credit history cannot be obtained.

c) Governing Law

These terms and conditions are governed and interpreted in accordance with English Law and we and you submit to the exclusive jurisdiction of the English Courts.

d) Severability

The invalidity or unenforceability of any part of these terms and conditions shall

e) Assignment

We may assign or transfer any of our rights or sub contract any of our obligations under these Terms and Conditions to any third party.