



Parcelforce Worldwide Conditions of Carriage

Effective from 3rd October 2023



Definitions

The information in this document sets out Parcelforce Worldwide's General Conditions of Carriage ("Conditions of Carriage"). Please keep it in a safe place in case you need to refer to it in future. If you have any questions about the Conditions of Carriage detailed over the following pages, please speak to your account manager, or call us on 03448 00 44 66*.

Parcelforce Worldwide's General Conditions of Carriage

Parcelforce Worldwide agrees to provide the Customer with the Services (as available) as selected by the Customer in accordance with the following Conditions of Carriage.

1. Definitions

- 1.1 "Agreement" means the Trading Agreement, and these Conditions of Carriage (which also form part of the Guide) as amended from time to time, and the Annex(es) hereto if any.
- 1.2 "Bladed Items" (Bladed Articles and Bladed Products as defined by Offensive Weapons Act 2019) including, but not limited to, any knife (including a folding pocket knife), any knife blade, cutlery knife, scissors with sharp edges or points, sporting equipment with a blade, tools with a blade, replica and antique knives including those used for re-enactment purposes, handmade and bespoke knives, cut-throat razors, open razors where the blade is exposed, any axe, any sword, and any other article which has a blade - Excludes knives prohibited under UK law.
- 1.3 "Collectable" means something which has appreciated in value either due to its scarcity or to it being no longer in production.
- 1.4 "Confidential Information" means all information designated as confidential by either party and all other information, in whatever form, relating to the business affairs, financial affairs, products, services, know-how, personnel and customers of either party.
- 1.5 "Consignment" means any one or more Parcel(s) or Pallet(s) sent at one time in one load to one address.
- 1.6 "Consignment Charges" means the basic charge for conveying and delivering a consignment, (which for the avoidance of doubt excludes any charges for enhanced compensation and any other charges).
- 1.7 "Customer" means the person or organisation (incorporated or unincorporated), identified as such in the Trading Agreement.
- 1.8 "Customer Contact Card" means a card left at the delivery address specified on Despatch Documentation or Parcel relating to a delivery, in the event that the delivery has been attempted to that specified address but no one is available to accept delivery.
- 1.9 "Data Controller" has the meaning given in the Data Protection Legislation.
- 1.10 "Data Protection Legislation" means Regulation (EU) 2016/679 of the European Parliament And Of The Council of 27 April - 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- 1.11 "Delivery Terms" means the terms relating to delivery for Parcelforce Worldwide's export Services referred to on the Website at [parcelforce.com/delivery-terms](https://www.parcelforce.com/delivery-terms) which can be amended from time to time in accordance with clause 9.2.
- 1.12 "Despatch" means the time when the Customer hands a Consignment to a representative or agent of Parcelforce Worldwide for delivery under any of the Services, and "Despatched" shall be construed accordingly.
- 1.13 "Despatch Documentation" has the meaning given in Clause 8.6

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- 1.14 “Excluded Goods” means items that are excluded from compensation cover. These include fragile goods (including ceramics, glassware, lighting, TV/PC monitors and musical instruments), valuable goods (including antiques, Collectables, jewellery, diamonds and other precious stones and watches), money, tickets (including lottery tickets and tickets for any form of transport), perishable foodstuffs and articles, or any other item which is inherently particularly susceptible to loss or damage, or the market value of which is particularly variable, and any other excluded goods described under the heading “Compensation Exclusions” (or similar expression) at parcelforce.com/customerinformation, as updated from time to time.
- 1.15 “the Guide” means the information in the ‘Welcome to our World of Services’ pack or referred to on the Website, which can be amended from time to time.
- 1.16 “Incoterms” are internationally agreed commercial customs terms which determine how goods will be managed on their journey. Incoterms 2020 are published by the International Chamber of Commerce (as may be updated from time to time).
- 1.17 “International Deliveries (and Global Deliveries)” means any deliveries which are not deliveries to an address in the UK. Parcelforce Worldwide deliveries to the Channel Islands are classified as International Deliveries.
- 1.18 “Notification Service” means a service which Parcelforce Worldwide makes available to Customers who have opted in, whereby Parcelforce Worldwide agrees to notify a Recipient (for whom a valid mobile phone number and/or email address has been provided by the Customer), by SMS and/or email of certain details relating to the delivery and Despatch of Consignments.
- 1.19 “Pallet” means a pallet (including the items thereon) conveyed under pallets**24**, pallets**48**, global**bulk** or global**bulldirect**. A boxed Consignment of Parcels sent as one load will also constitute a Pallet for global**bulk** and global**bulldirect**.
- 1.20 “Parcel” means a package sent under any of the Services other than pallets**24**, pallets**48**, or global**bulk**.
- 1.21 “Parcelforce Worldwide” and “Parcelforce” means Royal Mail Group Ltd trading as either Parcelforce Worldwide or Parcelforce and its appointed sub- contractors.
- 1.22 “Personal Data” has the meaning given to it in the Data Protection Legislation.
- 1.23 “Pre-Advised Information” means that information described as such in Clause 8.2 relating to both Parcels and Consignments.
- 1.24 “Privacy Policy” means Parcelforce’s policy as may be updated from time to time and which can be found at parcelforce.com/privacy
- 1.25 “Process”, as used within Clause 25 has the meaning given in the Data Protection Legislation and “Processing” and “Processes” shall be interpreted accordingly.
- 1.26 “Prohibited Goods” means items as identified under the heading “Prohibitions and Restrictions” (or similar expression) on parcelforce.com and/or at parcelforce.com/customerinformation which cannot be sent using the Services, and those items defined as dangerous or hazardous by regulatory bodies governing transport by road, rail, sea or air in any legislation, regulations or guidelines which are unlawful to be carried, all as updated from time to time.
- 1.27 “Recipient” means the addressee as designated on a Consignment.

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- 1.28** “Reseller” means a third party designated as such by Royal Mail Group Ltd from time to time.
- 1.29** “Restricted Goods” means items which can be sent using the Services but subject to certain restrictions and/or requirements as identified under the heading “Prohibitions and Restrictions” (or similar expression) on **parcelforce.com** and/or at **parcelforce.com/customerinformation**, both as updated from time to time.
- 1.30** “Royal Mail Group Ltd” means the company registered in England No. 4138203 and whose registered office is at 100 Victoria Embankment, London, EC4Y 0HQ.
- 1.31** “Services” means any services offered to the Customer by Parcelforce Worldwide. Details of these Services can be found in the Guide and are subject to any Specific Service Features set out in this Agreement and any re-specification under Clause 13.
- 1.32** “Surcharge Zone” means any area where a charge is levied by any local, regional or mayoral authority, (or similar authority) on vehicles, (or certain types of vehicles) that operate in, enter or leave that area.
- 1.33** “Term” has the meaning given to it in Clause 4.1.
- 1.34** “Trading Agreement” means the agreement between the Customer and Parcelforce Worldwide which sets out details of the charges, collections and payment terms.
- 1.35** “UK” means England, Scotland, Wales, Northern Ireland, the Isle of Man and the Isles of Scilly.
- 1.36** “Undeliverable” means that Parcelforce Worldwide has been unable to deliver a Consignment, or in its opinion considers that the circumstances are such that it should not attempt delivery(ies).
- 1.37** “Volume Profile” means the information provided by the Customer on the number of Parcels expected to be despatched by month and year by each Service they intend to use.
- 1.38** “Website” means Parcelforce Worldwide’s website: **parcelforce.com**
- 1.39** “Working Days” means any day other than a Saturday, Sunday (save for a Saturday or Sunday on which Parcelforce Worldwide has agreed to make a delivery), bank holiday, public holiday, Good Friday, Christmas Day or Boxing Day or any other day on which the Parcelforce Worldwide network is closed. So far as International Deliveries are concerned, it also means any equivalent days in the country of destination or any intermediate country.

* Calls may be monitored and recorded for training purposes. Local call rates apply. Call costs may vary depending on your service provider.

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2. Collection, delivery and non-delivery

- 2.1** Parcelforce Worldwide shall provide the Services, (subject to availability) as specified in the Trading Agreement. The Customer acknowledges and agrees that if Parcelforce Worldwide is unable to make a collection through no fault of its own, it shall be entitled to charge the Customer in full for the Services it was to have provided and also for any costs it may have incurred as a result of it not being able to make that collection.
- 2.2** Parcelforce Worldwide is not obliged to provide any plant or power at the point(s) of collection, (or delivery), or provide labour other than for the purpose of loading or unloading any Consignment to or from any Parcelforce Worldwide vehicle and Parcelforce Worldwide shall not be obliged to accept Consignments which require special loading equipment unless similar equipment is to be made available by the Customer at the Consignment's destination for unloading.
- 2.3** If Parcelforce Worldwide provides any services at the point(s) of collection or delivery beyond that specified in Clause 2.2 or assists with loading or unloading Consignments requiring special equipment (whether or not it is used) the Customer shall indemnify Parcelforce Worldwide against all losses, claims and demands including those that arise as a consequence of Parcelforce Worldwide's negligence in relation to such services.
- 2.4** Parcelforce Worldwide reserves the right to refuse, hold, cancel, postpone or return any Consignment, the carriage of which is prohibited by law at any time or if such Consignment would in the opinion of Parcelforce Worldwide be likely to cause damage or delay to other Consignments, goods or persons, or does not comply with any of these Conditions of Carriage. If Parcelforce Worldwide accepts a Consignment not complying with this Clause 2.4 that does not mean that Parcelforce Worldwide has waived the Customer's obligations pursuant to this sub-clause.
- 2.5** Where the Customer has requested a collection and the Consignment(s) are not available for collection at the specified time and place, Parcelforce Worldwide shall have the right to raise a charge as specified in the Guide.
- 2.6** Where the Customer has requested a collection of a Consignment and that collection request is cancelled on the same day that the collection was due, Parcelforce Worldwide shall have the right to raise a charge as specified in the Guide.
- 2.7** Where the Customer requests a collection from a location other than its specified collection address, the 'Third Party Collection' surcharge will be applied in addition to the normal consignment charge.
- 2.8** Parcelforce Worldwide will attempt to deliver the Consignment to the address specified on the Despatch Documentation or Parcel or as instructed by a Recipient using the Notification Service but not to a Recipient in person, and delivery may be made by handing a Consignment over to anyone at that address. If delivery cannot be completed at the specified address then:
- 2.8.1** the Customer acknowledges and agrees that Parcelforce Worldwide may at its discretion attempt to deliver the Consignment to a neighbouring address within a reasonable distance of the delivery address, or alternatively leave it for collection at a Post Office® branch selected by Parcelforce Worldwide;
- 2.8.2** if Parcelforce Worldwide delivers the Consignment to a neighbouring address or leaves it for collection at a Post Office branch, then a Customer Contact Card shall be left at the specified address; and

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- 2.8.3** the Customer agrees that delivery to such neighbouring address shall constitute delivery to the address specified as the delivery address in the Despatch Documentation or on the Parcel.
- 2.9** Parcelforce Worldwide does not undertake to intercept a Consignment in transit before delivery has been attempted.
- 2.10** On delivery of a Consignment, Parcelforce Worldwide will attempt to take a photograph of the Consignment (which will not identify a person but may capture minor details of the background to show the location of the Consignment) or take a signature as evidence of delivery having taken place.
- 2.11** Where a Customer or person at the delivery address requires booking in for delivery or collection, the following provisions shall also apply:
- 2.11.1** Parcelforce Worldwide will be entitled to raise an additional charge per Consignment as specified in the Guide; and
- 2.11.2** where a prearranged booking in time for delivery of a Consignment has been made Parcelforce Worldwide shall not be liable if it is not able to adhere to it. Parcelforce Worldwide will, where possible, attempt to deliver at the prearranged time and in such cases may require the Customer to pay an additional charge as specified in the Guide.
- 2.12** Where the Recipient wishes to inspect or refuses to accept delivery of all or part of a Consignment, including the refusal of a photograph being taken as evidence of delivery, Parcelforce Worldwide shall have the right to return the whole Consignment to Parcelforce Worldwide's premises and await the Customer's instructions.
- 2.13** Parcelforce Worldwide does not accept Consignments addressed to PO boxes within the UK.
- Parcelforce Worldwide will only accept Consignments to PO boxes (or local equivalent) or local post offices in a country, which is designated at **parcelforce.com/countries** as being a country where such Consignments are accepted.
- 2.14** If the first delivery attempt is unsuccessful, Parcelforce Worldwide will leave a Customer Contact Card at the delivery address advising where the Consignment has been taken and how to collect it. The Recipient or Customer must, within a reasonable period, either collect the Consignment from the location specified on the Customer Contact Card or contact Parcelforce Worldwide to arrange redelivery or redirection of the Consignment and the Customer agrees to pay any additional charges as levied by Parcelforce Worldwide in accordance with its policies in force from time to time.
- 2.15** If the Consignment is not collected within a reasonable period of time, it may be returned to the Customer and Parcelforce Worldwide shall have the right to raise a charge as specified in the Guide and Clause 2.18 will apply.
- 2.16** If an undelivered Consignment is held by Parcelforce Worldwide and is not claimed within a reasonable time of Parcelforce Worldwide leaving notification of the attempted delivery at the delivery address if practicable and/or of notifying the posting Customer, then Parcelforce Worldwide shall have the right to deal with the Consignment as it sees fit.
- 2.17** Parcelforce Worldwide shall have no liability for loss, damage or delay to a Consignment, occasioned whilst delivering it in accordance with instructions from, or purporting to be from the Recipient, including where the Recipient uses the Notification Service.

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- 2.18** If a Consignment is Undeliverable for any reason, Parcelforce Worldwide may attempt to notify the Customer to arrange for the return of the Consignment. If the Customer cannot be contacted within 3 Working Days or fails to give instructions within a reasonable period of time as determined by Parcelforce Worldwide, Parcelforce Worldwide at its option, may return the Consignment to the Customer, place the Consignment in a general order warehouse or Customs bonded warehouse or dispose of the Consignment. The Customer will be liable for any and all costs, charges and fees incurred in returning, storing or disposing of an Undeliverable Consignment, unless the Consignment was undeliverable due to the fault of Parcelforce Worldwide.
- 2.19** If Parcelforce Worldwide is unable to make a delivery due to incorrect or missing documentation, Parcelforce Worldwide shall have no liability and shall be entitled to charge an administrative fee should it endeavour to obtain such corrective or complete information.
- 2.20** All Consignments which are transported by air are subject to screening processes for reasons of security. The contents of any Consignment which is being transported by air must be capable of being determined by such scanners. Where the contents of a Consignment cannot be determined using those scanners, then Clause 2.4 shall apply.
- 2.21** Where a Consignment is sent directly to a Post Office branch and that Post Office branch is unable to accept delivery, the Consignment will be held at the local Parcelforce Worldwide depot for

a reasonable time pending collection or receipt of instructions for redelivery or delivery to an alternate address. If the Consignment is not collected or Parcelforce Worldwide does not receive any instructions from the Customer, then Clause 2.18 will apply.

3. Property supplied by Parcelforce Worldwide

- 3.1** All property supplied by Parcelforce Worldwide to the Customer shall remain the property of Parcelforce Worldwide and shall be returned to Parcelforce Worldwide upon termination of this Agreement or earlier if so requested by Parcelforce Worldwide. The Customer shall keep the property in safe custody and good condition (fair wear and tear excepted). In the event of loss, destruction or damage of any such property the Customer shall pay to Parcelforce Worldwide:
- 3.1.1** (at Parcelforce Worldwide's discretion) either the cost of the replacement or the cost of repair as certified by Parcelforce Worldwide; and
- 3.1.2** any administrative costs and/or other costs incurred by Parcelforce Worldwide as a result of such loss, destruction or damage.
- 3.2** The Customer shall not use the property referred to in Clause 3.1 for any purpose other than the carrying out of its obligations under this Agreement nor allow any other party to use, take possession of, or have any rights over such property. Parcelforce Worldwide may inspect such property at any time and, in the case of misuse by the Customer, or any other party, may repossess such property forthwith.
- ## **4. Term and Termination**
- 4.1** The Term of this Agreement shall commence on the Start Date specified in the Trading Agreement and continue

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in force until the contract End Date specified in the Trading Agreement or until terminated by Parcelforce Worldwide under Clause 4.2 or by the Customer giving not less than 1 month's written notice of termination.

4.2 Parcelforce Worldwide may terminate this Agreement by giving not less than 14 days' notice to the Customer or without notice if the Agreement has not been used in the previous 12 months.

4.3 Parcelforce Worldwide may suspend or terminate this Agreement forthwith if:

4.3.1 any charges due to Parcelforce Worldwide or Royal Mail Group Ltd under this Agreement or any other agreement between the Customer and Royal Mail Group Ltd or Parcelforce Worldwide remain unpaid after the relevant payment date; or

4.3.2 the Customer ceases or threatens to cease to carry on business or is unable to pay its debts as they fall due for payment or makes a general assignment for the benefit of or a composition with its creditors or has a liquidator, receiver, administrator, trustee or similar officer appointed over all or any of its assets or undertaking (otherwise than for the purposes of a scheme of solvent reconstruction or amalgamation upon terms and within such period as may have been approved by Parcelforce Worldwide); or

4.3.3 if a petition is presented or other proceedings are taken to wind up the Customer or if (otherwise than as aforesaid) an order shall be made or a resolution shall be passed to wind up the Customer; or the Customer fails to comply with any of its payment obligations, or Parcelforce Worldwide in its reasonable opinion considers that the Customer may not comply with any of its payment obligations; or

4.3.4 Parcelforce Worldwide considers, in its reasonable opinion, that the Customer is in breach of Clauses 5 and/or 6.

4.4 Upon termination of this Agreement (or earlier request by Parcelforce Worldwide), the Customer shall return all unused Despatch Documentation to Parcelforce Worldwide and any property referred to in Clause 3.1.

4.5 Parcelforce Worldwide may change any of the terms of this Agreement or introduce new terms by giving notice to the Customer and/or by publishing such changes or new terms on our website. Should Parcelforce Worldwide make any changes to this Agreement which Parcelforce Worldwide believes to be significant (for example, any changes to prices), Parcelforce Worldwide will give 14 days' notice of the relevant change and the Customer will receive any relevant annexes with the updated information except this notice period shall not apply in circumstances where Parcelforce Worldwide needs to make immediate significant changes for reasons outside of its control (including (but not limited to), force majeure, legal or regulatory reasons). The Customer will not need to sign an updated Trading Agreement unless the Customer's company details have changed.

4.6 Parcelforce Worldwide account facilities are offered on the basis of a credit check and the imposition of a credit limit. If this credit limit is exceeded, Parcelforce Worldwide reserves the right to suspend the account without giving notice of any sort until payment is received to bring the account within the credit limit.

5. Prohibited and restricted goods

5.1 Prohibited Goods and Restricted Goods are described under the heading "Prohibitions and Restrictions" (or similar expression) on **parcelforce.com** and/or at **parcelforce.com/customerinformation**

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- 5.2** The Customer is responsible for ascertaining if the contents of any Parcel are prohibited or are subject to restrictions or specific requirements either within the UK or the country of destination for International Deliveries and shall comply with all requirements specified (e.g. particular packaging).
- 5.3** The Customer must not send or attempt to send a Consignment containing any Prohibited Goods by any of the Services or send or attempt to send a Consignment containing any Restricted Goods by any of the Services unless the Customer complies with the restrictions and specified requirements set out in the Guide and on the Website and if the Customer sends or an attempt is made to send a Consignment containing any such Prohibited Goods or Restricted Goods, then:
- 5.3.1** Parcelforce Worldwide may deal with such Consignment in its sole and absolute discretion without incurring any liability whatsoever including destroying or otherwise disposing of the relevant Consignment in whole or in part or returning the relevant Consignment to the Customer, and shall be entitled to charge the Customer with the cost of destruction, disposal and all other reasonable costs incurred by Parcelforce Worldwide and in addition Parcelforce Worldwide may charge the Customer a surcharge (as may be specified in the Guide) if it chooses to return the Consignment to the Customer; and
- 5.3.2** the Customer shall indemnify and keep indemnified Parcelforce Worldwide and its employees, contractors, subcontractors and agents against all loss, damage or injury howsoever arising out of the carriage of Prohibited Goods, whether declared as such or not and/or Restricted Goods not properly packaged, duly labelled, or otherwise not complying with the requirements of this Agreement and as set out in the Guide and on the Website.
- 5.4** The Customer is not permitted to send (and therefore the arrangement between Parcelforce Worldwide and the Customer does not cover the delivery of) any: (i) Bladed Items, or (ii) product which, by law, may only be delivered to a person over the age of 18, **unless:** (i) the Parcel, Consignment or Pallet is destined for international delivery and such Item complies with any prohibitions, restrictions or specific requirements in the destination country, or (ii) for Parcel, Consignment or Pallets destined for UK delivery, the Customer applies to receive the Age Verification Service, and they comply with the Age Verification T&Cs that can be found at: **[parcelforce.com/age-verification](https://www.parcelforce.com/age-verification)**. The Age Verification Service will only be available to the Customer following Parcelforce Worldwide's acceptance (in writing) of the Customer's request to receive the Age Verification Service. If there is a conflict between these Conditions of Carriage and the Age Verification terms and conditions, the Age Verification terms and conditions shall prevail.
- 5.5** Parcelforce Worldwide may deal with any Consignment that it considers hazardous or may present a danger (for example Prohibited Goods, suspicious packages or any perceived health and safety risk), as it sees fit without incurring any liability whatsoever.
- 5.6** Under no circumstance is Parcelforce Worldwide liable to pay compensation for loss of, damage to or delay in collection or delivery of Prohibited Goods or Restricted Goods that do not comply with the restrictions and specified requirements set out in the Guide and on the Website.

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5.7 Parcelforce Worldwide may, acting reasonably, add or delete items from the definition of Prohibited Goods or Restricted Goods (and may vary any applicable restrictions) without notice to the Customer, but will endeavour to make the details of any such additions or deletions available on the Website. For International Deliveries this also includes any goods prohibited or restricted by the country of destination.

6. Sanctions

6.1 The Customer must ensure that any Parcel, Consignment or Pallet the Customer wishes to send by any of the Services is not prohibited under applicable sanctions laws, for example because of its contents or Recipient. Sanctions laws include all laws, regulations and orders imposing sanctions (including trade restrictions and economic sanctions) on countries, individuals or entities. Information about sanctions can be found at **parcelforce.com/sanctions**

6.2 The Customer is responsible for obtaining any licence required under applicable sanctions laws and (upon request) must provide Parcelforce Worldwide with acceptable evidence that it has been obtained. Parcelforce Worldwide will bear no responsibility if the Customer or the Customer's agents send an item with the wrong licence required under sanctions laws.

6.3 The Customer will indemnify and keep indemnified Parcelforce Worldwide, its employees, sub-contractors and agents against any loss or damage suffered or liability incurred as a result of the Customer or its agents not complying with sanctions laws.

6.4 If Parcelforce Worldwide has reasonable suspicion that because of its contents a Parcel, Consignment or Pallet does not comply with sanctions laws Parcelforce Worldwide may open that Parcel, Consignment or Pallet or delay processing and delivery.

6.5 If the Customer sends or attempts to send a Parcel, Consignment or Pallet which does not comply with sanctions laws Parcelforce Worldwide may deal with the Parcel, Consignment or Pallet in its sole and absolute discretion (without incurring any liability whatsoever to the Customer or the Recipient) including destroying or otherwise disposing of such Parcel, Consignment or Pallet in whole or in part or returning it to the Customer, and shall be entitled to charge the Customer the cost of disposal and all other costs reasonably incurred, and additionally a surcharge (as may be specified in the Guide) if it chooses to return the Parcel, Consignment or Pallet or any part of it.

7. Maximum weights and sizes

7.1 The Customer shall comply with the following terms relating to maximum size limits:

7.1.1 UK deliveries (Zones 1 to 3). A Parcel must not exceed either of the following specifications: 1.5m length, and 3m length and girth combined. (2.5m length and 4m length and girth combined for express**48large**). The girth is calculated by multiplying the width and height by 2. If the Parcel is an irregular shape, the dimensions are based on the smallest cubic shape that the Parcel will fit into. Items returned to sender will also be subject to additional surcharges. The size of each Pallet shall not exceed 1 metre x 1.2 metres x 2 metres (high) including the base. Any Parcel or Pallet with dimensions greater than these will either be refused or subject to additional surcharges;

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- 7.1.2** International Deliveries (Zones 4 to 12). Every Parcel must comply with the size limits in the country of destination as specified at **parcelforce.com/countries**. The size of each Pallet shall not exceed 1 metre x 1.2 metres x 2 metres (high) including the base. Any Pallet with dimensions greater than these will either be refused or subject to additional surcharges. The size of each global**bulkdirect** Pallet must not exceed 1 metre x 1.2 metres x 1.32 metres (high) including the base except that where a boxed Consignment of Parcels is sent as a Pallet it must not exceed 1.5 metres in length and 3.0 metres in length and girth combined.
- 7.2** The Customer shall comply with the following terms relating to maximum weight limits:
- 7.2.1** UK deliveries (Zones 1 to 3). There is no limit to the weight of a multi Parcel Consignment, but individual Parcels must not exceed 30kg. There is no limit to the weight of a multi Pallet Consignment, but individual Pallets must not exceed 1 tonne;
- 7.2.2** International Deliveries (Zones 4 to 12). Every Parcel must comply with the weight limits in the country of destination as specified on **parcelforce.com/countries**. The weight limits for global**bulk** and global**bulkdirect** vary depending upon destination and service availability, specified on **parcelforce.com/countries**.
- 7.3** If any Parcel or Pallet exceeds the maximum sizes or weights as specified in Clauses 7.1 and 7.2 above, and Parcelforce Worldwide has accepted such Parcel or Pallet and is able to process it through the Parcelforce Worldwide network, then Parcelforce Worldwide may raise an additional surcharge as specified in the Guide.
- 7.4** Where a Parcel or Pallet exceeds the maximum sizes or weights as set out in Clauses 7.1 and 7.2 above, and Parcelforce Worldwide is unable to process it through the Parcelforce Worldwide network, then Parcelforce Worldwide reserves the right to either return the Parcel or Pallet to the Customer or transfer it to a third party who specialises in the distribution of heavy and large items. Where a Parcel or Pallet is transferred to a third party under this Clause 7.4, then Parcelforce Worldwide reserves the right to raise a charge for this service as specified in the Guide.
- 7.5** If a Parcel or Pallet does not comply with one or more of the provisions of this Agreement (including without limitation those provisions set out at **parcelforce.com/customerinformation**, Parcelforce Worldwide reserve the right to process such Parcel or Pallet manually and apply the manual surcharge specified in the Guide.
- 8. Addressing, packaging and documentation**
- 8.1** For specific packaging guidelines see **parcelforce.com/customerinformation**
- 8.2** The Customer shall provide Parcelforce Worldwide with timely pre-advice either by using Parcelforce Worldwide despatch systems, or the Customer, using their own despatch systems, should create and provide pre-advice as directed by Parcelforce Worldwide (“Pre-Advised Information”).
- 8.3** The Customer shall ensure that each Parcel or Pallet is adequately packaged and shall label each Parcel or Pallet with the correct complete postal address in a legible form, including (without limitation) the postcode (or local equivalent) of both the Recipient and the Customer.
- 8.4** For the purposes of this Agreement, a PO Box address does not constitute a full postal address. Any Parcel or Pallet which is addressed to a PO Box address will be

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considered incorrectly labelled and shall not meet the requirements of Clause 8.3. In specific countries a Post Office branch address is not a valid address, where this is the case, any Parcel or Pallet which is addressed to a Post Office branch will be considered incorrectly labelled and shall not meet the requirements of Clause 8.3.

- 8.5** If Parcels and/or Pallets do not comply with clauses 8.3 and 8.4 Parcelforce Worldwide will at its sole discretion be entitled to:
- 8.5.1** refuse to collect the non-conforming Parcels and/or Pallets without incurring any liability whatsoever; and
 - 8.5.2** deem such non-conforming Parcels and/or Pallets as unavailable for collection and apply the applicable Surcharge (as specified in the Guide); or
 - 8.5.3** collect the non-conforming Parcels and/or Pallets and have no liability whatsoever for loss, damage and/or delay in respect of the same.
- 8.6** Each Consignment must be accompanied at the time of Despatch by fully completed Despatch Documentation in the form specified or provided by Parcelforce Worldwide for the Service used, which may include service indicators and barcoded labels (such labels when used shall enable Parcelforce Worldwide to identify the Customers and raise the appropriate charges) ("Despatch Documentation"). Barcode content and quality and the use of unique numbers identifying Parcels shall be as specified by Parcelforce Worldwide.
- 8.7** Where the Customer is using the Notification Service and wishes for its Recipients to use the Notification Services, the Customer must also provide the Recipients' valid email

address (for email notifications) and/or valid mobile telephone number (for SMS notifications), as applicable.

- 8.8** Parcels must not be presented for carriage consolidated other than as a single Parcel appropriately packaged. Parcels must not be strapped nor bound to any another Parcel(s).
- 8.9** It is the Customer's responsibility to ensure that all barcoded labels are machine readable and not in any way obliterated or defaced.
- 8.10** Barcoded labels and address labels must not be obscured by strapping. All labels must be clearly visible and affixed to the top of the Parcel, not the base. If the Parcel is cylindrical then the label must be affixed with the barcode running along the length of the tube. Barcoded labels must be placed to the right of the address labels.
- 8.11** Packaging material must be of such consistency that will allow the label to adhere to the Parcel through its life cycle. If the Parcel wrapping has any written material on it then an area should be left blank for application of the barcoded label.
- 8.12** Any articles susceptible to damage as a result of any condition, which may be encountered in air transportation, such as changes in temperature or atmospheric pressure, must be suitably packaged to prevent such damage.
- 8.13** Parcelforce Worldwide shall not be liable for any damage arising out of changes in temperature or pressure.
- 8.14** The Customer must retain its copies of Despatch Documentation as these may be required by Parcelforce Worldwide from time to time. The Customer shall give the other copies to Parcelforce Worldwide's agent or representative at the time of Despatch. The Customer acknowledges that in some cases Parcelforce Worldwide does not keep manuscript records of Consignments despatched by the Customer.

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8.15 The Despatch Documentation must be received by Parcelforce Worldwide in a format specified by Parcelforce Worldwide before the Parcels it relates to are either collected by or handed to Parcelforce Worldwide. That information must match the labelling on Parcels with the full address of the Recipient including postcode and telephone number, and unique barcode Parcel identifier which must be applied to all the Parcels to be collected and no others. Parcelforce Worldwide shall have the right to raise a surcharge as specified in the Guide where it agrees to accept Parcels without Pre- Advised Information.

8.16 Where Parcelforce Worldwide has not received Pre-Advised Information in accordance with Clause 8.2, or received Pre-Advised Information but without the corresponding Parcel being Despatched, Parcelforce Worldwide may require the Customer to pay in addition to the other charges referred to in Clause 10, a surcharge. Parcelforce Worldwide shall not be liable to pay any refund or compensation in respect of a Consignment which is lost or delayed where Parcelforce Worldwide has not received such Pre-Advised Information.

8.17 For International Deliveries the Customer shall prepare and attach all documentation as required by HM Revenue and Customs or as required by any overseas customs authority (for example CP72). The Customer recognises that failure to fully complete and sign the customs declaration (where applicable) may result in clearance delays. Parcelforce Worldwide may levy a charge if it has to retain the Customer's parcel whilst in customs process.

8.18 The Customer recognises the right of international customs authorities to inspect Parcels and Pallets and documentation, and for customs to

instruct Parcelforce Worldwide or its agents worldwide to open any Parcel or Pallet for examination and Parcelforce Worldwide shall incur no liability of any kind in relation to this. The Customer authorises Parcelforce Worldwide or its agents to complete any necessary documentation for the purpose of customs clearance either in the UK or abroad, but also notes and accepts that Parcelforce Worldwide is not legally permitted to complete and/or sign individual customs declarations.

8.19 In accordance with applicable regulations in various jurisdictions Parcelforce Worldwide and its agents may be required to undertake X-ray screening of consignments. Parcelforce Worldwide or its agents may undertake such screening and shall have no liability in respect of any resulting damage.

9. Responsibility for Consignments sent from and to the United Kingdom under this Agreement

9.1 It is the Customer's responsibility to ensure that when a Consignment is shipped from outside the United Kingdom under these Conditions of Carriage that all the requirements of the territory from which it has been despatched and all the relevant provisions of these Conditions of Carriage have been fully complied with and observed.

9.2 The Delivery Terms for Parcelforce Worldwide's International export services may differ and may incur different liabilities, customs fees, VAT, duties or surcharges for both the Customer and Recipient. For more information on the Delivery Terms governing the Parcelforce Worldwide international export Services, please visit [parcelforce.com/delivery-terms](https://www.parcelforce.com/delivery-terms). Parcelforce Worldwide may update these Delivery Terms from time to time by providing 14 days' notice and such updates or changes will be managed and published on this webpage [parcelforce.com/delivery-terms](https://www.parcelforce.com/delivery-terms) except this notice period shall not

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apply in circumstances where Parcelforce Worldwide needs to make immediate changes for reasons outside of its control (including (but not limited to) legal or regulatory reasons).

9.3 Without prejudice to the Customer's other obligations under the Agreement, including the requirements set out on the Delivery Terms webpage, the following provisions shall also apply:

9.3.1 Parcelforce Worldwide act as a direct customs representative for the provision of these export services and Parcelforce Worldwide will have no liability in respect of any duties, taxes or any other charges in relation to VAT and Customs Duty Export Products. If Parcelforce Worldwide have incurred any such duties, taxes and/or any other charges the Customer will fully indemnify Parcelforce Worldwide against these.

9.3.2 It is the Customer's sole responsibility to ensure all the items sent under these VAT and Customs Duty Export Products comply with the applicable requirements. If the Customer uses IOSS for items that do not comply with the requirements, they must identify such items and inform Parcelforce Worldwide in advance of their receipt of the items and the Customer hereby agree that Parcelforce Worldwide will be permitted to reclassify the items to the most appropriate alternative product. For the avoidance of doubt, where Parcelforce Worldwide reclassify the items as set out above, it remains the Customer's or the Customer's recipient's responsibility to pay all applicable duties, taxes, charges.

9.3.3 Parcelforce Worldwide may receive requests for further information, data, documentation or communication from third parties in

relation to their Items. This shall include but not be limited to border agencies, customs agencies, other postal carriers and/or customs authorities. Where these requests are made Parcelforce Worldwide shall refer them to the Customer and they should promptly and accurately provide all the requested information. For the avoidance of doubt, Parcelforce Worldwide will not be liable for any delays or losses that may arise as a result of the request and/or provision of such information

9.3.4 Where the Customer wishes to use Aura they are required to accept and work in accordance with the following terms and conditions: parcelforce.com/business-parcels/ioss/aura-hurricane

9.3.5 The Customer must provide the full and accurate IOSS number for the provision of the IOSS services. Where this is not provided in a full and accurate manner, Parcelforce Worldwide reserve the right to treat the Item and/or Consignment in a manner that they deem to be appropriate. Parcelforce Worldwide will not be held responsible or liable for any error, incomplete IOSS number provided and the impact that this may have on the delivery of the customer's items.

9.3.6 The Customer acknowledges and accepts that there may be country specific exceptions to our standard product offering. You can check the Parcelforce Worldwide Directory for the latest information on this at parcelforce.com/worldwide-directory the contents of which may be updated from time to time.

9.3.7 The Customer acknowledges and agrees that the customs data and commercial transaction information it has provided is true and accurate for customs declaration purposes and the Customer provides its consent for Parcelforce Worldwide to use this data for the purpose of making customs declarations and creating relevant customs supporting documentation as required. For the avoidance

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of doubt, Parcelforce Worldwide is not responsible for the accuracy of the data submitted and has no liability whatsoever for any errors, inaccuracies or omissions in the data provided by the Customer.

Parcelforce Worldwide must be notified by the Customer immediately of any errors, inaccuracies or omissions in the data or the customs supporting documentation generated using the data Customer has submitted and Customer as the sender remains liable in this respect both to Parcelforce Worldwide and to any customs authorities (as applicable).

- 9.4.** Parcelforce Worldwide conducts its own compliance checks, including via third party providers, for its own purposes. Customer will not be entitled to rely upon any compliance checks undertaken by Parcelforce Worldwide for the purpose of its own obligations and the Customer's compliance obligations under this Agreement remain Customer's sole responsibility at all times.

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10. Charges

- 10.1** The Customer shall pay to Parcelforce Worldwide the charges specified in the Trading Agreement and in the manner set out or referred to in this Agreement (or elsewhere), together with any supplements or surcharges referred to or specified in the Guide or any Annex. If Parcelforce Worldwide provides any Services which are not specified in the Trading Agreement, then the charges for such Services shall be as specified in the Guide.
- 10.2** Any claim or counterclaim (including any claim for compensation or refund) by the Customer shall not entitle the Customer to defer, withhold or deduct payment of monies or settlement of liabilities incurred to Parcelforce Worldwide.
- 10.3** Parcelforce Worldwide reserves the right to vary its Parcel, Pallet, or Consignment Charges (up or down) for each period that it invoices a Customer based on any variance between the number of Parcels or Pallets, (or other relevant items) despatched by the Customer during the period in question and the Volume Profile for that same period as provided by the Customer, upon which the charges referred to in the Trading Agreement are based.
- 10.4** The Trading Agreement will, without limitation detail the following:
- 10.4.1** the Volume Profile as provided by the Customer for the Services;
 - 10.4.2** the volume bandings;
 - 10.4.3** the charges that will apply if the volume of Parcels or Pallets despatched by the Customer for an invoicing period is within the agreed volume banding; and
 - 10.4.4** the charges that will apply if the volume of Parcels or Pallets despatched by the Customer for an invoicing period falls outside the agreed volume banding.
- 10.5** Parcelforce Worldwide may carry out checks, (including examining Parcels and Pallets), to verify any information recorded in the Trading Agreement and if Parcelforce Worldwide considers that:
- 10.5.1** any details specified in the Trading Agreement have altered sufficiently to warrant an increase in the charges; or
 - 10.5.2** in the case of global**bulkdirect**, the Customer on more than one occasion has declared an incorrect number of Parcels and/or Pallets on the Despatch Documentation; or
 - 10.5.3** the Customer has persistently despatched Parcels and/or Pallets which do not meet the agreed periodic volume, or the average number of Parcels per Consignment, or the average weight criteria or other criteria set out in the Trading Agreement; then notwithstanding anything to the contrary in the Trading Agreement, or elsewhere, Parcelforce Worldwide may increase the charges upon giving notice to the Customer in accordance with Clause 10.7. PLEASE NOTE: Notwithstanding anything to the contrary in this Agreement, Parcelforce Worldwide may, at any time and without giving notice to the Customer, incorporate any of the surcharges levied or to be levied on the Customer into the Customer's Consignment Charges.
- 10.6** Parcelforce Worldwide may from time to time carry out checks to verify any information recorded on the Despatch Documentation and reserves the right to charge the Customer any additional charges found to be due.
- 10.7** Parcelforce Worldwide may revise any of the charges set out in the Trading Agreement or introduce or revise surcharges from time to time by giving the Customer not less than 14 days' notice (but without notice in the case of global**express**) of such changes overriding any other provision as set

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out in this Agreement. In particular, but without limiting the foregoing, revisions and surcharges may be made or imposed as a result of an increase in costs outside Parcelforce Worldwide's reasonable control, such as the cost of fuel. The 14 day notice period referred to in this clause shall not apply in circumstances where Parcelforce Worldwide needs to make immediate changes to charges or surcharges for reasons outside of its control (including (but not limited to), force majeure, legal or regulatory reasons).

10.8 If

10.8.1 we receive any financial penalties in relation to a Consignment, or any part thereof; and/or

10.8.2 in accordance with the term and conditions of this Agreement a Consignment, or any part thereof, has been delivered to an address, or delivery has been attempted, but there are customs charges and/or duties outstanding, and such charges are subsequently discharged by Parcelforce Worldwide, the Customer shall on demand reimburse Parcelforce Worldwide with the amount paid together with any incidental expenses and clearance costs incurred, together with Parcelforce Worldwide handling charges current from time to time.

10.9 If a Recipient refuses to pay any customs charges, duties and/or handling fees due in respect of a Consignment and as a result, it or a part of it is not delivered, Parcelforce Worldwide may discharge such charges and the Customer agrees it shall: (i) on demand pay such charges plus the return postage costs (where the Consignment (or relevant part is returned to the Customer)), or (ii) where Parcelforce Worldwide contacts the Customer to advise of the charges, it shall make such payment. The Customer shall make payment at or to the local Parcelforce

Worldwide depot, thereafter the Consignment (or relevant part) will be returned to the Customer. Where the Customer refuses to pay the charges, the Consignment (or relevant part) will be disposed of by Parcelforce Worldwide. The Customer shall also pay to Parcelforce Worldwide such other charges, costs and expenses as may be incurred by Parcelforce Worldwide relating to the dealing with, or disposal of, any such Consignment (or part).

10.10 Unless expressly stated otherwise in this Agreement, all charges and other amounts specified in this Agreement as payable by the Customer are exclusive of VAT. VAT will be added where appropriate and the Customer shall pay any VAT due on such charges or amounts at the appropriate rate and in accordance with Clause 11.

10.11 If a Consignment is to be collected or delivered within a Surcharge Zone, Parcelforce Worldwide shall have the right to raise a surcharge as specified in the Guide.

10.12 Parcelforce Worldwide reserves the right to charge for all or any Services on a volumetric basis the details of which are set out in the Guide or on the Website.

10.13 Parcelforce Worldwide operates a specific charging policy for resellers. If a Customer is found to be reselling Parcelforce Worldwide services at or below the agreed contract price or without specific permission, Parcelforce Worldwide reserves the right to alter the charges in line with the policy without giving notice of any sort.

10.14 All charges paid for the purchase of Parcelforce Worldwide Courier Packs are non-refundable in all cases. This does not affect the Customer's statutory rights.

10.15 Where Parcelforce Worldwide is entitled to levy a surcharge in relation to any Services, and the Customer has provided Parcelforce Worldwide its debit or credit card details, Parcelforce Worldwide may choose to take such

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surcharge from such debit or credit card and the Customer consents to Parcelforce Worldwide so doing. Details of the surcharges are set out in the Guide and subject to revision from time to time in accordance with this Agreement.

10.16 Unless expressly specified otherwise in the Trading Agreement, if Parcelforce Worldwide offer a lower price for subsequent Parcels, such lower price shall only apply to subsequent Parcels that are sent in the same Consignment and sent using the same Service as the corresponding first Parcel.

10.17 Where an export Consignment is to be delivered to any address outside of the United Kingdom, then it is the Customer's responsibility to choose the correct Services from the Delivery Terms (including where applicable any Incoterm). Customs fees, VAT, duties or surcharges may apply to either the Customer or the Recipient depending on the Services and Delivery Terms selected. If the Recipient does not make payment of such customs fees, VAT, duties or surcharges (within a reasonable period of time) then Parcelforce Worldwide may change the Customer such customs fees, VAT, duties of surcharge and/or return the Consignment to the Customer (and the Customer shall be liable for such return costs).

10.18 Payment of import VAT does not necessarily entitle the Customer (or the recipient of the goods) registered for VAT in the destination country to recover import VAT as input tax. Entitlement to recover import VAT will depend on who is Importer or Record and is not the liability of Parcelforce Worldwide.

10.19 Return consignments and 'double duties'

Where an export Consignment is to be delivered to any address outside of the United Kingdom, is returned for any reason to the Customer (for example, the Consignment is unable to be delivered, the recipient refuses delivery (this is a non-exhaustive list)) and customs fees, VAT, duties or surcharges are applicable on that return Consignment then it shall be the Customer's responsibility to engage either HMRC or the relevant foreign tax authority in order to determine whether any refund of customs fees, VAT, duties or surcharges are due.

10.20 Where any export Consignment destined for a non UK address arrives at Parcelforce Worldwide's international hub and the customs data provided by the Customer is incorrect or insufficient such that we are unable to further process such Consignment for international delivery then Parcelforce Worldwide may make reasonable endeavours to contact the Customer in order to obtain correct or sufficient customs data. If within twenty four (24) hours of receipt of such Consignment at Parcelforce Worldwide's international hub, the correct or sufficient customs data has not been received then Parcelforce Worldwide shall return the Consignment to the Customer and the Customer shall be liable for all costs and surcharges due in relation to such return.

10.21 Where any export Consignment destined for a non UK address arrives at Parcelforce Worldwide's international hub and the Customer provides information which is either inaccurate or has failed to provide any information as required under this Agreement (including, but not limited to:

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customs data, Pre-Advised Information, Incoterms) (Customer International Information Failure), then Parcelforce Worldwide may in its absolute discretion exercise one or more of the following rights at any time after that occurrence (and to avoid doubt, if we exercise one or more right below, we shall also be entitled to exercise any other right at a subsequent date):

10.21.1 where one or more Customer International Information Failure has occurred, we may by written notice (such notice to have immediate effect): suspend any Service which we provide to you (including but not limited to the Service affected by the Customer International Information Failure) and/or terminate this Agreement; and/or

10.21.2 invoice the Customer for any costs which Parcelforce Worldwide incurs as a consequence of such Customer International Information Failure including, but not limited to: costs incurred as a result of the Consignment being delayed and/or re-processed; costs incurred as a result of Parcelforce Worldwide contacting the Customer in order to resolve such issue; costs incurred by any other supplier/partner/sub-contractor of Parcelforce Worldwide involved in the delivery of the Consignment.

11. Financial

11.1 All charges due to Parcelforce Worldwide shall be invoiced to the Customer at the frequency as set out in the Trading Agreement. If there is any dispute on an invoice, Parcelforce Worldwide may require the Customer to provide it with any unused Despatch Documentation in order that the matter can be dealt with promptly.

11.2 The Customer shall pay in full within 30 days of the date of the relevant invoice including any VAT applicable.

11.3 Notwithstanding any other provision of this Agreement, if Parcelforce Worldwide has a direct debit mandate from the Customer, then that method of payment shall apply unless Parcelforce Worldwide otherwise decides.

11.4 If the Customer fails to pay within the timescales specified and/or in accordance with the stated method of payment, or cancels a Direct Debit mandate, then Parcelforce Worldwide, at its sole discretion, may with immediate effect do all or any of the following, (without prejudice to any of its other rights and remedies including recovery of any outstanding sums by court proceedings):

11.4.1 amend the invoicing frequency and/or credit terms and/or the method of payment within this Agreement;

11.4.2 require settlement in full of all invoiced and uninvoiced debt within two Working Days;

11.4.3 withdraw credit terms and/ or require advance payment and/or undertake a credit reference check; and/or

11.4.4 suspend or terminate this Agreement forthwith.

11.5 Parcelforce Worldwide shall be entitled to charge interest at the statutory rate of interest for late payment prescribed by section 1 of the Late Payment of Commercial Debts (Interest) Act 1998 calculated on a daily basis, on all overdue sums. In addition to charging interest, where charges are outstanding beyond an agreed credit period, Parcelforce Worldwide shall be entitled to sell any undelivered Consignment or part thereof and apply the proceeds toward any such charges and the expenses of the sale.

11.6 Parcelforce Worldwide shall not be entitled to amend the Charges specified on an invoice more than ninety days after the date of that invoice.

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11.7 The Customer must raise any disputes relating to an invoice within ninety days of the date of the invoice. Parcelforce Worldwide shall have no liability to reimburse any Charges which are disputed more than ninety days following the date of the invoice in which those Charges were notified to the Customer. If any payment due under this Agreement is made by the Customer via a card transaction processed on a future date using stored payment card details then:

11.7.1 a truncated form of the Customer's payment card details will be displayed at the point at which it is captured for the first time;

11.7.2 the Customer will be notified of any changes to this Agreement in accordance with Clause 4.5;

11.7.3 the payment card details will be used for the purpose of collecting payments due under this Agreement;

11.7.4 the expiration date applicable to the card transaction processed on a future date using stored payment card details will be the date on which the Customer's payment obligations to Parcelforce Worldwide under this Agreement end;

11.7.5 the transaction amount shall be calculated in accordance with Clause 10;

11.7.6 payments will be collected at the frequency and in the currency specified in this Agreement;

11.7.7 the applicable cancellation rights are as set out in Clause 4.1; and

11.7.8 the principal place of business of Parcelforce Worldwide is set out in the Trading Agreement.

Services

12. Service standards

12.1 Please note: Some service delivery timescales are extended when delivery is to be made to addresses in Zones 1, 2 and 3.

12.2 The Service standards for each of the Services shall be as set out in the Guide (or in any other publication issued by Parcelforce Worldwide setting out Service standards) and shall apply subject to Clause 13.

12.3 For the purposes of calculating service standards:

12.3.1 only Working Days will be counted. These may vary country by country, (including countries within the UK);

12.3.2 where Parcelforce Worldwide attempts to deliver a Consignment to the address shown on the Consignment Despatch Documentation, or on the Parcel, or an alternative address as instructed by a Recipient using the Notification Service, and for whatever reason delivery cannot be achieved (including unreasonable delay in acceptance at that address), then delivery shall be deemed to have taken place at the time when the Consignment was first presented to that address to attempt delivery, or when Parcelforce Worldwide joins a queuing or booking-in system operated at that address; and

12.3.3 subject to 12.3.2 above, where Parcelforce Worldwide has agreed to hold a Consignment for collection or pending further instructions then attempted delivery shall be deemed to have taken place at the earliest time when the Consignment is made available for collection by the Recipient or the time the direction is given.

12.3.4 where a Recipient uses the Notification Service and instructs Parcelforce Worldwide to deliver a Consignment on an alternative

Working Day, that alternative Working Day will be deemed to be the date for delivery for the purposes of calculating whether a delivery is late.

12.4 Consignments will only be despatched and delivered on Working Days. If a Consignment is despatched on a non-Working Day, or after the latest acceptance time on a Working Day, it will be deemed to have been despatched on the next Working Day.

12.5 Where a Customer has opted into the Notification Service, Parcelforce Worldwide shall use reasonable endeavours to provide the Notification Service requested and to deliver any Consignments in accordance with communications made to the Customer through the Notification Service.

13. Re-specification of services

13.1 Parcelforce Worldwide reserves the right to withdraw, suspend and/or re-specify any Service (including compensation arrangements) from time to time.

14. Timed Services - specific service features (express9, express10, expressAM, expressPM, express24, express48)

14.1 Saturday deliveries may be made on request by completing/affixing the appropriate documentation and shall be subject to the payment of a surcharge, as outlined in the Guide.

15. Service standards and storage - expresscollect

15.1 Parcelforce Worldwide will endeavour to make Consignments available for collection by the Customer's representative by 8.00am on the next Working Day after Despatch (which shall include a Saturday provided that a Saturday delivery label is affixed to the Consignment) at the Parcelforce Worldwide depot indicated.

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- 15.2** The Customer's representative shall be required to produce suitable identification in order to collect an **expresscollect** Consignment or any part thereof.
- 15.3** A Consignment will be held at the Parcelforce Worldwide depot for 7 Working Days awaiting collection. After this time, if the Consignment has not been collected, the Consignment will be returned to the Customer and further charges will be payable by the Customer as specified in the Guide.
- 15.4** Parcelforce Worldwide may, at any time, change the number and locations of its depots without prior notice to the Customer.
- 15.5 **expresscollectreturns****
The Customer's representative may return a Consignment to the Customer using Parcelforce Worldwide Timed Services, **express24** or **express48** Services, without any payment being made at the time of Despatch, subject to the production of suitable identification. Consignments handed over on a Saturday will be treated as a Monday despatch. This is known as the "**expresscollectreturns** Service".
- 15.6** All **expresscollectreturns** will be subject to these Conditions of Carriage (including charges) applicable to the Service selected.
- 15.7** Parcelforce Worldwide shall be entitled to rely on instructions given by a person requesting the **expresscollectreturns** Service for or on behalf of the Customer and the Customer shall pay the charge for the Service selected notwithstanding that such person did not have the authority to request such Service.
- 15.8** Parcelforce Worldwide shall not be liable to the Customer for any discrepancy between the contents of any Consignment and the manifest, which accompanies it under these Services.
- 16. Documentation and labelling - pallets24 and pallets48**
- 16.1** Saturday deliveries may be made on request by completing/affixing the appropriate documentation and shall be subject to the payment of a surcharge as agreed between Parcelforce Worldwide and the Customer in advance of Despatch.
- 16.2** Each Pallet must be individually labelled in accordance with Clause 8, using a self-adhesive documents enclosed envelope. A separate Consignment note must be provided for each Pallet despatched to a different address.
- 16.3** Any delivery that requires the contents of a Pallet to be broken down or Parcelforce Worldwide to take each item off the Pallet prior to or at delivery, may be subject to additional charges.
- 17. **expressexchange****
- 17.1** This Service as **express10exchange**, **expressAMexchange**, **expressPMexchange**, **express24exchange** and **express48exchange** service variants and except where in conflict with the provisions of Clause 17.2 to Clause 17.4, the other provisions of these Conditions of Carriage applicable to the particular timed services shall apply.
- 17.2** Parcelforce Worldwide will make the delivery of the Parcel only if it is able to collect the exchanged item at the delivery address which is to be returned to, or to the order of the Customer.
- 17.3** It is the Customer's responsibility to ensure that the Recipient makes the exchanged item available for collection at the time of delivery of the exchange item and Parcelforce Worldwide is entitled to treat any parcel proffered to it for collection as the item that is to be collected from the recipient.

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17.4 If there is no item to collect then no delivery will be made, but the Customer will be charged and will pay as if such collection and delivery had been effected.

18. convenientdelivery and convenientcollect

18.1 This may be purchased by a Customer as an add-on to UK Services to provide for delivery to a nominated Post Office® branch

19. Drop boxes

19.1 When available this may be purchased by Customers as an add-on to UK Services. Customers must provide such details of the Recipient's Drop Box system as is required by Parcelforce Worldwide and ensure such details appear on the address label. No signature or photograph against delivery will be obtained by Parcelforce Worldwide and Parcelforce Worldwide does not have any liability to the Customer for loss or delay where this Service is used.

20. sameday

20.1 A waiting time of 15 minutes after the specified time of collections and deliveries is included in the price of the **sameday** service. Additional surcharges shall be charged to the Customer for any waiting time in excess of 15 minutes as follows (all charged to the nearest minute):

20.1.1 £15.00 per hour for a small van/motorcycle;

20.1.2 £18.00 per hour for a short wheel base van;

20.1.3 £20.00 per hour for a long wheel base van;

20.1.4 £22.00 per hour for an extra-long wheel base van.

20.2 Parcelforce Worldwide shall be liable to the Customer for loss of or damage to any Consignment up to a maximum of £2500 under this Service (subject otherwise to these Conditions of Carriage). Enhanced compensation may be available upon request.

20.3 A surcharge of 25% of the **sameday** service price will apply to collections and deliveries performed after 18:00 and before 08:00 Mondays to Fridays, excluding bank or public holidays. A surcharge of 40% of the **sameday** service price will apply to collections and deliveries performed during weekends, bank or public holidays. The **sameday** service prices exclude all tolls, ferry and congestion charges, which will be added at cost.

21. globalexpress

21.1 Parcelforce Worldwide reserves the right to assess fuel and other surcharges on **globalexpress** Consignments without notice. Such charges will be determined by Parcelforce Worldwide at its discretion. Details of current surcharges are available upon request. The Customer, by tendering a Consignment to Parcelforce Worldwide, agrees to pay the surcharges in force at the later of the time of order or time of collection.

21.2 All claims for loss, damage and delay must be received within 15 days of Despatch.

21.3 **globalexpresspack** is a **globalexpress** service under which items weighing not more than 2.5kgs, (including packaging) may be sent.

21.4 **globalexpressenvelope** is a **globalexpress** service and is available for documentation only, which together with packaging does not exceed 0.5kg in weight.

21.5 For both **globalexpressenvelope** and **globalexpresspack**, packaging used must be as specified by Parcelforce Worldwide.

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- 21.6** Any breach of 21.3 to 21.5 (inc.) shall entitle Parcelforce Worldwide, at its option, to charge at the full **globalexpress** published tariff rate.
- 21.7** The maximum declared (and actual) value of the contents of each of a **globalexpressenvelope** and **globalexpresspack** must not exceed £80. Goods with a value (actual or declared) exceeding these amounts may not be shipped in a **globalexpressenvelope** or **globalexpresspack**.
- 22. globalvalue**
- 22.1** No refunds shall be payable for any delay in providing this Service and no acknowledgement of receipt is available.
- 23. globalbulk**
- 23.1** The Customer shall ensure that all Pallets are correctly marked with the full delivery details and address including postcode (or local equivalent) and telephone numbers.
- 23.2** Parcelforce Worldwide's representatives and agents will not obtain an acknowledgement receipt for Consignments despatched by this Service, except where specifically agreed between the Customer and Parcelforce Worldwide in writing.
- 23.3** No refunds shall be payable for any delay in providing this Service.
- 24. globalbulkdirect**
- 24.1** Parcelforce Worldwide's representatives and agents will only obtain an acknowledgement receipt for Consignments despatched by this Service if Parcelforce Worldwide has agreed that they will do so.
- 24.2** No refunds shall be payable for any delay in providing this Service.
- 24.3** All ad-hoc collections must be booked on the day before collection no later than the time specified by Parcelforce Worldwide. Failure to do so may result in the collection not being undertaken.
- 24.4** The Pallet weight and dimensions must be pre-advised at the time of booking. If weight or dimensions of Pallets are different than pre-advised, a collection may not be possible or a surcharge may be applicable.
- 24.5** Where a collection has been booked and no items are ready, a surcharge will apply.
- 24.6** For Pallets which cannot be stacked, additional charges will apply.
- 25. Data protection**
- 25.1** Consistent with the guidance from the Information Commissioner's Office 'Data controllers and data processors: what the difference is and what the governance implications are', Parcelforce Worldwide is the Data Controller of the Personal Data which Parcelforce Worldwide Processes under or in connection with this Agreement. The parties acknowledge and agree that the Customer is the Data Controller or acting on behalf of the Data Controller in respect of the Personal Data which the Customer Processes under or in connection with this Agreement. Where either party Processes Personal Data under or in connection with this Agreement, both parties must comply with the Data Protection Legislation.
- 25.2** Where the Customer supplies Personal Data to Parcelforce Worldwide so Parcelforce Worldwide can provide Services to the Customer, and Parcelforce Worldwide Processes that Personal Data in the course of providing Services to the Customer, the Customer and Parcelforce Worldwide will comply with their respective obligations imposed by the Data Protection Legislation. Further information about how Parcelforce Worldwide uses Personal Data is set out in Parcelforce Worldwide's Privacy Policy.
- 25.3** Parcelforce Worldwide will only use the Personal Data of Recipients and Customers as provided by the Customer to Parcelforce Worldwide: (i) to enable Parcelforce Worldwide to provide the Services; and (ii) in the manner described in the Privacy Policy. If there is any conflict between any

Services

provisions in the Agreement and the Privacy Policy regarding what Parcelforce Worldwide does with Personal Data then the terms of the Agreement shall prevail.

- 25.4** Subject to Clause 25.3, Parcelforce Worldwide will only disclose the Personal Data obtained in the course of providing the Services to third parties where it is necessary to do so in order to provide the Services and Parcelforce Worldwide will ensure that any such third parties are similarly restricted in their use of the Personal Data.
- 25.5** The Customer will inform any Recipient using the Services that their Personal Data will be used in the way described in Clauses 25.3 and 25.4.

26. Notices

- 26.1** Any notice given under this Agreement shall be in writing, which includes transmission by electronic mail, delivered by hand, or sent by post to the relevant address provided by each party or in the case of notices to the Customer, additional notice may also be sent to such other address as Parcelforce Worldwide has for the Customer. Any notice is deemed to have been served when delivered by hand, at the time of actual delivery; or when sent by post, at expiry of forty-eight hours after posting; or where sent by electronic mail on the day on which the communication is first despatched.

Liability

27. Liability for loss, damage and delay

- 27.1** Subject to the provisions of this Agreement, Parcelforce Worldwide shall pay compensation to the Customer for loss or damage caused by its negligence or that of those for whom it is vicariously liable, and a refund in the case of delay. Please note: not all Services provide compensation for loss and/or damage nor a refund in the case of delay. See Clause 31.
- 27.2** Entitlement to and payment of all compensation for loss and/or damage and refunds for delay is subject in particular to the provisions of this Clause 27, satisfaction of Clause 30 and all other relevant provisions of this Agreement.
- 27.3** Any compensation payable for loss or damage shall be limited to the repair costs of the items damaged, or if they are lost or damaged beyond repair, the lowest of: i) their replacement cost taking account of depreciation for wear and tear; and ii) the actual sale price of the item(s). In any event, compensation shall not exceed the amount set out in the Compensation Table at Clause 31.
- 27.4** Recompense for delay is given by way of a refund of the whole or part of the Consignment Charges and on a pro rata basis if only a part of a Consignment is delayed.
- 27.5** Any compensation payable under this Agreement for loss of, or damage to, any Collectable(s) shall be further limited to the actual price paid for the Collectable(s) by the Customer.
- 27.6** "Delay in delivery", "late delivery" and similar expressions, means delivery which is not in accordance with the delivery times for the particular Service. Where a Recipient uses the Notification Service and instructs Parcelforce Worldwide to deliver a Consignment at an alternative delivery time, such a time will be deemed to be the delivery time for the Service.
- 27.7** Enhanced compensation for loss and damage (which is offered for some Services only) is available up to the amount set out in the Compensation and Refunds Table and only if the Customer has paid the additional charge as set out in the Guide.
- 27.8** Save as referred to in Clauses 27.1 to 27.7, Parcelforce Worldwide shall not otherwise be liable to the Customer or any other person for any delay, or any loss of, or damage to any Consignment(s), nor for any loss or damage arising from delay in the collection, conveyance or delivery of any Consignment(s) howsoever any such loss, damage or delay was caused and whether founded in contract, tort (including negligence), breach of statutory duty or otherwise.
- 27.9** Parcelforce Worldwide does not accept liability for any loss of contracts, business, profits, revenue, anticipated savings or any economic loss nor for any indirect or consequential losses, whatsoever or howsoever arising, whether in contract, tort (including negligence), breach of statutory duty or otherwise (except as may arise from its liability in negligence for death or personal injury). Parcelforce Worldwide's liability for loss or damage to Consignments regardless of the number of Consignments arising out of one event or series of connected events shall not exceed £1 million.
- 27.10** Any liability Parcelforce Worldwide may have not otherwise specifically provided for in these Conditions of Carriage, whatsoever and howsoever arising, whether from contract, tort, (including negligence), breach of statutory duty or otherwise shall be limited as follows:
- 27.10.1** liability for death or personal injury, no limit
- 27.10.2** liability for loss of, or damage to property, not being, or forming part of a

Liability

Consignment, shall not exceed £1 million per event or series of connected events;

27.10.3 liability arising from loss or damage to a Consignment (not otherwise provided for in these Conditions of Carriage) shall not exceed £100 and liability for delay, or arising from delay shall not exceed a refund of the Consignment Charges; and/or

27.10.4 liability arising as a consequence of any act or omission not otherwise contemplated by this clause 27 or clause 31.3, shall not exceed under any circumstances (and in relation to any loss whatsoever) the aggregate amount of Charges you have paid in the period of 12 consecutive months immediately preceding the date such liability arose

27.11 In addition to other compensation exclusions that are set out on the website at **parcelforce.com**, Parcelforce Worldwide shall not be liable to pay compensation for loss of, or damage to, or delay in respect of any Consignment:

27.11.1 due to latent or inherent defect, vice or natural deterioration of items; or

27.11.2 Parcelforce Worldwide's failure or inability to attempt to contact the Customer or Recipient concerning incomplete or inaccurate address, incorrect or incomplete documentation, non-payment of duties and taxes necessary to release a Consignment, or incomplete or incorrect customs or brokers address or a bulk collection, before it was scanned at Parcelforce Worldwide's premises; or

27.11.3 due to the Customer's failure to properly pack any Parcel or Pallet in accordance with Parcelforce Worldwide packaging guidelines, or the absence, inadequacy or failure of any packaging. Parcelforce Worldwide has no liability for loss or damage resulting from the failure to observe "package orientation"

graphics (e.g. "UP" arrows, "THIS END UP" markings); or

27.11.4 if the Customer sends items in contravention of Clauses 5 and/or 6 or does not comply with any other relevant provisions of these Conditions of Carriage; or

27.11.5 if the Customer fails to comply with its obligations under Clause 8; or

27.11.6 due to any acts or omission of the Customer or Recipient or any third party delivery company who is engaged by the Customer to deliver the Consignment to the ultimate recipient.

27.12 Parcelforce Worldwide shall not be liable to pay any refund for late delivery if:

27.12.1 the Consignment has not been packed adequately;

27.12.2 Consignments have been strapped together or bound to another parcel;

27.12.3 the Consignment contains Prohibited Goods or Restricted Goods where the restrictions have not been complied with or it includes parcels which are in breach of sanctions;

27.12.4 the Customer has not complied with its obligations under Clause 8;

27.12.5 Due to adherence to Parcelforce Worldwide policies to provide a copy of the delivery record or a copy of the signature or photograph obtained at delivery.

27.12.6 the Consignment is addressed to a PO Box address;

27.12.7 the Consignment has been sent to an address which is closed, or which only accepts deliveries at certain times of day or on certain days of the week;

27.12.8 the delivery was attempted on the due day for non-Timed delivery services, even if the attempt was made outside of our advertised delivery or working hours;

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- 27.12.9** the Consignment was not delivered or no attempt was made to deliver the Consignment during the one hour time window advised to the Recipient through the Notification Service (provided the Consignment was delivered on the due day);
- 27.12.10** the Consignment(s) are returned to the sender after a failed attempt to deliver to the Recipient;
- 27.12.11** the Consignment requires collection by the Recipient;
- 27.12.12** the delay is caused by adherence to Parcelforce Worldwide policies regarding the payment of duties and taxes;
- 27.12.13** the customs documentation is incomplete or incorrect;
- 27.12.14** there is duty payable on the Consignment;
- 27.12.15** the Consignment is held up in a customs clearance process;
- 27.12.16** the Consignment is seized by a customs or governmental authority or by any regulatory agencies;
- 27.12.17** the Consignment is not in compliance with this Agreement and, as a result, the Consignment is not accepted by the international transportation service we have selected;
- 27.12.18** the Consignment is sent directly to a local Post Office overseas;
- 27.12.19** the Consignment is sent to a BFPO; or
- 27.12.20** it is indicated on the country-specific information that the delivery guarantee does not apply, or the Consignment is dispatched to a destination where the Service has been suspended.
- 27.13** The Customer shall indemnify Parcelforce Worldwide from and against all losses, damages and claims suffered or incurred by Parcelforce Worldwide by virtue of any lack of authority by the Customer to Despatch a Consignment.
- 27.14** Parcelforce Worldwide shall not be liable in respect of any Consignment where the Customer, the owner of the Consignment or anyone acting on their behalf have been fraudulent or dishonest in any way in respect of that Consignment, nor shall Parcelforce Worldwide be liable in respect of any Consignment where any person misrepresents his authority to receive a Consignment on the Recipient's or the Customer's behalf.
- 27.15** Parcelforce Worldwide shall not be liable (whether for payment of compensation, refunds for delay or otherwise) for any failure of, or delay in the performance of its obligations under this Agreement where such failure or delay is directly or indirectly caused by any interruption, failure or malfunction whatsoever of any of its computer systems caused by any computer viruses including, without limitation, routines, worms, logic or time bombs, disabling or disruptive codes or routines, expiration dates and software switches included in or introduced onto those computer systems (whether maliciously, recklessly or otherwise).
- 28. Sensitive documents and data**
- 28.1** The despatch of sensitive data and documents, with contents including but not limited to names, addresses, bank details, signatures and dates of birth and any other sensitive or personal data is entirely at the Customer's risk and is excluded from compensation.
- 29. Force majeure**
- 29.1** Parcelforce Worldwide shall not be liable (whether for the payment of compensation or refunds for late delivery or otherwise) for any failure to perform, or delay in the performance of its obligations under this Agreement where such failure or delay results from any circumstances outside its

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reasonable control including but not limited to any fire, flood, explosion, accident, adverse weather conditions, criminal act, traffic congestion, mechanical breakdown, obstruction of any public or private highway, riot, government act, act of war, terrorism, epidemic, pandemic, government actions, act of God, or from any industrial dispute or strike whatsoever.

Compensation

30. Claims for compensation and refunds

30.1 Parcelforce Worldwide will require the Customer to substantiate a claim for damage or partial loss by providing the Consignment, its contents and its packaging for inspection. Wherever possible, the Customer is required to provide photographs of all internal and external packaging as at the time of delivery and make them available to Parcelforce Worldwide with the claim or within 21 days thereafter. Parcelforce Worldwide may depreciate the value of items to reflect their current market value, and to take account of any depreciation for wear and tear. Premiums paid for enhanced compensation are non-refundable in all cases. Any claims which overstate the value of the item will be rejected although any refund for delay will still be payable. Any valuation of any item in a foreign currency will be converted into British Sterling based on the exchange rate on the date of claim. Parcelforce Worldwide may make such investigations as it deems necessary to satisfy itself of the validity of the claim including requesting serial numbers and IMEI numbers for electrical items. The Customer must keep the Consignment, its contents and its packaging until the claim has been resolved.

30.1.1 Except as otherwise provided for by these Conditions of Carriage all claims for compensation for loss or damage, or a refund for delay must be submitted online via parcelforce.com/claims within the following timescales from the date of despatch:

30.1.2 30 days for all UK services;

30.1.3 15 days for **globalexpress**;

30.1.4 30 days for **irelandexpress** and **globalpriority**; or

30.1.5 120 days for **globalvalue** and **BFPO Worldwide**.

30.2 The Customer must respond to any further enquiries made of it by Parcelforce Worldwide within 21 days. If the Customer does not respond to such enquiries within this timescale, Parcelforce Worldwide reserves the right to close the claim.

30.3 In the case of claims for loss and damage, Parcelforce Worldwide may take a reasonable amount of time to undertake investigations and search activity.

30.4 Where a Customer has requested delivery of a Consignment to a third party for the purpose of that third party delivering the Consignment to the ultimate recipient, that third party's acceptance of the Consignment shall be proof that the Consignment was delivered undamaged and in accordance with these Conditions and the Guide.

30.5 As part of its security operations Parcelforce Worldwide may carry out rigorous checks on Consignments, which may involve X-ray screening, decompression, or in exceptional circumstances, the opening of a Parcel which fails any of the checks outlined above. In such circumstances Parcelforce Worldwide shall have no liability for any resulting compensation or refund claims resulting from any loss, damage or delay even if arising from its negligence. All service guarantees may be suspended and related compensation claims refused if a Parcel is required to be opened after failing any of the checks outlined above.

31. Compensation and refund payments

31.1 Parcelforce Worldwide may make payments for Compensation for loss or damage and refunds for delay to the Customer by credit. Parcelforce Worldwide reserves the right to recover from the Customer monies paid for loss or damage compensation to the Customer if items are subsequently delivered or recovered.

Compensation

- 31.2** If any payments due to Parcelforce Worldwide are outstanding, then Parcelforce Worldwide shall have the right to withhold compensation or refund payments until such time as the Customer has paid in full.
- 31.3** In the event an item is returned to sender through no fault of the Customer, the Customer can claim a whole refund of the postage paid. A whole or partial refund of postage will not be considered where any of the circumstances set out in Clauses 27.12 or 27.13 apply.

Compensation and Refunds

Services	Maximum Compensation included in the price for loss or damage per consignment	% of refund of Consignment charges for latedelivery
express9***	£200	100%
express10	£200	100%
expressAM	£200	100%
globalexpress	£200	100%
irelandexpress	£200	100%
express24	£100	50%
globalpriority	£100	25%
europriority	£100	25%
euroeconomy	£100	25%
europriorityreturn	£100	N/A
europriorityimport**	£100	N/A
globalpriorityimport**	£100	N/A
expresscollect	£100	N/A
express48 and 48large	£50	N/A
globalvalue	£50	N/A
pallets24 and 48#	RHA†	100%
globalbulk**	CMR‡	N/A
globalbulkdirect**	£25 per parcel	N/A
sameday	£2,500	N/A

Enhanced Compensation for all despatches

If you have a contract with Parcelforce Worldwide you can purchase enhanced compensation for loss or damage across all of the Services for all Consignments Despatched. This would be charged at £0.80 per £100.00 up to a maximum of £2500 per Consignment.

Enhanced Compensation for individual despatches

If you would like to purchase enhanced compensation for ad-hoc Consignments, the various levels are shown below:

Maximum compensation for loss or damage if enhanced compensation is purchased for an individual Consignment*

Level 1 up to £500

Level 2 up to £1,000

Level 3 up to £1,500

Level 4 up to £2,000

Level 5 up to £2,500

Please note that Parcelforce Worldwide does not pay consequential loss. For all prices please refer to the Guide.

* Please ensure that the level of enhanced compensation required is indicated on the relevant documentation.

** Enhanced compensation is not available for **europriorityimport**, **globalpriorityimport**, **globalbulk** and **globalbulkdirect**.

*** 100% refund for deliveries after 9:30am

Enhanced compensation is available on request for pallets**24** and pallets**48**.

† Compensation for loss or damage is at the level set by the Road Haulage Association.

‡ Compensation for loss or damage is at the level set by "Convention relative au transport international de marchandises par route".

Confidentiality and General information

32. Confidentiality

- 32.1** Each party undertakes that it shall not at any time disclose to any person any Confidential Information of the other party or of any member of the group of companies to which the other party belongs, except as permitted by Clause 32.2.
- 32.2** Each party may disclose the other party's Confidential Information:
- 32.2.1** to its employees, officers, representatives, advisers or financial institutions who need to know such Confidential Information for the purposes of carrying out the party's obligations under this Agreement. Each party shall procure that its employees, officers, representatives or advisers to whom it discloses the other party's Confidential information comply with this Clause 32; and
- 32.2.2** as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 32.3** No party shall use any other party's Confidential Information for any purpose other than to perform its obligations and exercise its rights under this agreement

33. General

- 33.1** This Agreement constitutes the entire agreement between Parcelforce Worldwide and the Customer. Each party acknowledges that in entering into this Agreement it has not relied on any representation or undertaking, whether oral or in writing, save as expressly incorporated herein.
- 33.2** This Agreement supersedes the provisions of any previous contract, warranty or representation made or given relating to the Services.
- 33.3** The terms of this Agreement shall be treated as confidential by both parties and shall not be disclosed to any other party by the Customer unless required by lawful authority.

- 33.4** Parcelforce Worldwide may engage agents and/or subcontractors to perform all or any part of the Services.
- 33.5** The failure of either party to enforce or to exercise at any time or for any period any term of or right arising pursuant to this Agreement does not constitute and shall not be construed as a waiver of such a term or right and shall not affect the party's right to enforce or exercise it at a later date.
- 33.6** Parcelforce Worldwide may vary any of the provisions of this Agreement at any time (including charges) upon giving the Customer 14 days' notice. No variation of this Agreement shall be effective unless notified.
- 33.7** Nothing in this Agreement shall confer on any third party any benefit, or the right to enforce any provision of it which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
- 33.8** All rights, title and interest in the names and the logos of Parcelforce Worldwide now belong to and shall always belong to Royal Mail Group Ltd and/or its subsidiaries. The use of all or any of the names and the logos referred to above by the Customer for any purpose, without the agreement in writing of Royal Mail Group Ltd is strictly prohibited. Irrespective of the Customer's compliance with this Clause any goodwill arising from the use by the Customer of all or any of the names and logos referred to above shall automatically accrue to Royal Mail Group Ltd, and the Customer shall at its own cost sign a confirmatory assignment of such goodwill if requested by Royal Mail Group Ltd to do so.
- 33.9** Royal Mail Group Ltd may assign the benefit of this Agreement to any of its subsidiaries or holding companies or any subsidiary of any of its holding companies in each such case, from time to time and as defined by section 1159

Confidentiality and General information

Companies Act 2006 (as amended) provided that, in each such case, such assignee is incorporated and resident for tax purposes in the United Kingdom and holds any necessary regulatory requirements for such group member to accept such assignment and that no withholding tax will apply to any payment to be made by such assignee under this Agreement.

- 33.10** This Agreement shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matters arising under or in connection with this Agreement.
- 33.11** If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of this Agreement which shall remain in full force and effect.
- 33.12** Further Specific Service Features may be set out in the Guide.
- 33.13** These Conditions of Carriage take precedence over all other provisions forming part of this Agreement. Although correct at 3rd October 2023 Parcelforce Worldwide charges, compensation, destinations and other conditions are subject to revision from time to time, and services may be added or deleted.
- 33.14** Parcelforce Worldwide may contact you via the telephone to discuss your account and service portfolio. These calls may be recorded for quality and training purposes.

33.15 Subject to the other provisions of this Agreement Parcelforce Worldwide and the Customer agree that they and/or anyone they employ and/or for whom they are responsible will comply with any applicable anti-bribery or anti-money laundering laws and/or regulations in connection with this Agreement and/or any related Services.

33.16 Where Parcelforce Worldwide reasonably considers that the Customer is in breach of Clause 33.15 they may immediately (in addition to any other rights they may have under this Agreement) by notice:

33.16.1 suspend any of the Services and/or compensation/refund arrangements; and/or

33.16.2 treat any Consignments as Undeliverable; and/or

33.16.3 terminate this Agreement, any Services and/or any accounts with the Customer, in each case without incurring any liability on the part of Parcelforce Worldwide.

33.17 Where Parcelforce Worldwide is in breach of Clause 33.15 the Customer may (in addition to any other rights they may have under this Agreement) immediately terminate this Agreement, any Services and any accounts with Parcelforce Worldwide by notice unless the breach of Clause 33.15 was by an employee of Parcelforce Worldwide who was not a director or senior officer nor acting with the consent or connivance of a director or senior officer or was by an agent or subcontractor of Parcelforce Worldwide and Parcelforce Worldwide arrange for that person to be removed from all involvement with this Agreement and any related Services within 30 days of Parcelforce Worldwide becoming aware of the breach.