

## **Mail Boxes Etc. Terms and Conditions of Carriage** (valid from 29<sup>th</sup> August 2008)

### **Parcel Shipping Order • Enhanced Cover**

#### **Parcel Shipping Order Terms and Conditions**

1. Mail Boxes Etc. Franchise ("the Company") acting as forwarding agent for the Customer whose name and address appears on the Parcel Shipping Order Form ("the Customer") will receive from the Customer the goods described above ("the Goods") and arrange for their carriage by an appropriate carrier ("the Carrier").
2. The Company on payment of the relevant Packaging Material and Packaging Labour charges set out will pack the Goods to the standard required by the Carrier. Compensation up to a maximum of £75 will be payable for loss or damage to a parcel packaged by the Company except where the Customer has paid an additional fee for Enhanced Cover.
3. The Goods will not contain any substance that is hazardous or illegal. A list of hazardous goods and other excluded items is available from the Company on request. The carriage of the Goods is subject to the acceptance of the Goods by the Carrier. If the Carrier does not accept the Goods for carriage, the Company will hold the Goods and notify the Customer. In this instance, the packaging charge will not be refunded.
4. The Customer acknowledges that the Carrier's packaging standards for pressure, shock, vibration, temperature and compression have been explained by the Company and that the Customer accepts that neither the Company nor the Carrier will be liable for any damage claimed to any Goods packed by the Customer. In this instance the carriage of the Goods packaged by the Customer is at the Customer's own risk.
5. The Company acts as an agent for the Customer and accordingly is not liable for any acts or omissions by the Carrier, including but not limited to any liabilities, costs, claims, demands or expenses arising from:
  - i) any loss or damage to the Goods
  - ii) any failure or delay to delivery or misdelivery of the Goods and in this respect the Customer accepts that any statement made by the Company as to probable date of delivery of the Goods by the Carrier is merely a statement of opinion by the Company and not a representation on behalf of the Carrier.
6. For each parcel the customer shall provide the full postal address, including the postcode or Zip code, and contact telephone number and where appropriate VAT number of both the addressee and the sender. The Customer shall retain any customer copies of the Parcel Shipping Order Form and where applicable commercial/pro forma invoices as these will be required to support any claim.
7. The Company or the Carrier may, at its option, or upon the request of the competent authorities, open and inspect any shipment at any time, and shall incur no liability of any kind therefore.
8. The Customer acknowledges that the carriage of the Goods will be on the standard terms and conditions of the Carrier and that the Enhanced Cover provided will be on the standard terms and conditions of the provider. Copies of all terms and conditions are available from the Company on request.
9. The Customer acknowledges that the Carrier's liability is limited to the amount of the value of the Goods declared by the Customer ("The Value") and subject to the payment of the Enhanced Cover compensation fee as specified on the Parcel Shipping Order Form.
10. All complaints relating to the carriage of the Goods must be addressed in writing to the Company within 14 days of the date of shipment as shown the Parcel Shipping Order Form. The Company will make all reasonable efforts to process and resolve complaints with the Carrier but accepts no responsibility for their satisfaction. The Customer accepts that the Carrier will not satisfy any complaints relating to Goods damaged on arrival at their destination without an inspection by the Carrier's local agent of the damaged parcel(s) and packing.
11. This agreement supersedes all previous agreements, arrangements and undertakings between the parties and constitutes the whole agreement between the Customer and the Company. These Terms and Conditions shall prevail notwithstanding any conflict with the terms and the conditions in any order or contract submitted by the Customer in respect of the Mailbox Services or any other services provide by the Company.
12. Duty and taxes are controlled by the country of destination and are subject to change without notice. The Company cannot predetermine the amount of duty and tax for a given shipment. Duty and Taxes as well as other charges including, but not limited to, customs penalties, storage costs, or other expenses incurred as a result of an action by customs or failure by the Customer or the consignee to provide proper documentation or to obtain a required license or permit, will be charged to the consignee. The Customer, however, is liable for payment in the event of non-payment by the consignee. Packages refused by the consignee, or which for any other reason cannot be delivered, will be either abandoned or returned to Customer at the Customer's cost, but in the event of return, the Customer is liable for all shipping and other applicable charges specified.



### **Additional Terms and Conditions of Carriage relating to Compensation and Enhanced Cover**

13. The Company will require the customer to substantiate a claim by providing any relevant information about the parcel, including proof of despatch, proof of value, estimates for repair costs, cost price, invoices (excluding VAT), weight and nature of the item(s) lost or damaged and (in the case of damage) provide photographs of the parcel and any items damaged as well as retain the parcel and its packaging for inspection.
14. The Company may make such investigations as it deems necessary to satisfy itself of the validity of any claim.
15. All claims for compensation must be made on a fully completed Mail Boxes Etc. claim form, which must be received by the Company within 14 days of despatch (available to download from website).
16. The Company shall not be liable (whether for payment of compensation or refunds or otherwise) for failure to perform, or delay in performance of any of its obligations under these Conditions to the extent that such delay or failure results from circumstances outside its control, including without limitation any adverse weather conditions, traffic congestion, mechanical breakdown, obstruction of public or private highway or from any industrial action whatsoever.
17. The Company shall not be liable in respect of any parcel where any person has been fraudulent or dishonest in any way in respect of that parcel or misrepresents his/her authority to receive a parcel on the addressee's or the customer's behalf.
18. The Company shall not be liable to pay compensation for loss of, or damage to a parcel: (i) due to latent or inherent defect, vice or natural deterioration of items; (ii) containing Specific Exclusions; (iii) containing tickets, or tickets which are exchangeable for goods or services (including without limitation airline tickets or tickets for any mode of transportation).
19. Any compensation payable under these Conditions for loss of or damage to any collectable shall be limited to the actual price paid as confirmed by satisfactory written or printed evidence. Such compensation will not exceed the value declared by the Customer and carries an absolute limit of £15,000 per consignment. The Customer will be required to prove value.
20. The declared value for Enhanced Cover should represent the total actual value of the item covered. Where a lower value of cover is declared and paid for, the maximum settlement in the event of a claim will be the cost of the loss or damage, proportioned down to the extent that the value has been understated.
21. Where a compensation payment is claimed for damage, the Company may, at its sole discretion, choose to (i) pay the cost of repair and any associated loss of value suffered by the owner; or (ii) arrange for repairs to be made at its expense and compensate the customer only for any associated loss of value; or (iii) pay the full value declared for the damaged item, and take title to the item, in which case the Customer will ensure the return of the item to the Company at the Company's expense.
22. The Company shall not be liable to pay any refund or compensation in respect of a parcel containing restricted or prohibited goods, available from the Company upon request, or otherwise despatched in contravention of any relevant provision in these conditions.
23. The Company shall not be liable to pay any refund or compensation in respect of a parcel which is damaged or delayed as a result of being inadequately packaged by the Customer, incorrectly addressed or accompanied by incomplete posting or customs documentation.
24. The Company shall not be liable for any damage arising out of changes in temperature or pressure where goods have been packaged by the Customer
25. In accordance with applicable regulations in various jurisdictions the Company or the Carrier is required to undertake (random) X-ray screening. The Company or the Carrier may undertake such screening and the sender and recipient hereby waive any possible claims for damages as a result of screening.
26. Shipments are delivered to the recipient's address. There is no obligation to deliver a shipment to the recipient personally. The Company may deliver to someone other than the person named on the Air Waybill. Shipment addresses should always include the complete address of the recipient along with telephone and/or fax number.
27. The Company shall not be liable in any circumstances for any claim which relates to seizure or detention of goods in the course of transit by customs or other government authorities.



## Specific exclusions

1. Money (coins – except numismatic/collectable, cash, stamps and negotiable instruments equivalent to cash such as endorsed stocks, bonds and cash letters)
2. Explosives, fireworks and other items of an incendiary or flammable nature
3. Human corpses, organs or body parts, cremated or disinterred human remains, except blood, urine and other liquid diagnostic specimens
4. Shipments to PO Box addresses or their equivalent
5. Cash on delivery shipments
6. Firearms, weaponry, ammunition and their parts
7. Drugs, including prescription drugs
8. Foodstuffs, perishable food articles and beverages requiring refrigeration or other environmental control
9. Lottery tickets, gambling devices
10. Perishables (other than under (7))
11. Pornography
12. Hazardous waste, including, but not limited to, used hypodermic needles and/or syringes or medical waste
13. Wet ice (frozen water)
14. Shipments requiring The Company to obtain any special licence or permit for transportation, importation or exportation
15. Shipments the carriage, importation or exportation of which is prohibited by any law, statute or regulation
16. Hazardous goods (as classified below)
17. Packages that are wet, leaking, or emit an odour of any kind
18. Live animals and insects, household pets and live fish are not accepted

## Hazardous Goods

1. Class One: Explosives
2. Class Two: Gases compressed, liquefied or dissolved under pressure
3. Class Three: Flammable liquids
4. Class Four: Flammable solids
5. Class Five: Oxidising substances and organic peroxides
6. Class Six: Toxic and infectious substances
7. Class Seven: Radioactive material
8. Class Eight: Corrosives
9. Class Nine: Miscellaneous dangerous goods

