

## **Mail Boxes Etc. Parcel Shipping Order Terms and Conditions of Carriage Version 1.7**

(valid from April 2018)

1. The Mail Boxes Etc. Franchise ("the Company") acting as forwarding agent for the Customer requesting and paying for the service ("the Customer") will receive from the Customer the goods to be carried ("the Goods") and arrange for their carriage by an appropriate carrier ("the Carrier").
2.
  - i) 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 conditions in any order or contract submitted by the Customer in respect of any other services provided by the Company.
  - ii) Any personal information shared by the customer with the Company, including that of the consignee, is retained under the Company's Privacy Notice & Policy (<https://www.mbe.co.uk/privacy>).
3. The Customer acknowledges that the carriage of the Goods will be on the standard terms and conditions of the Carrier and that any 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.
4. For each parcel the Customer shall provide a full and accurate postal address, including the postcode, and contact telephone number and where appropriate VAT number of both the consignee and the sender. The Customer shall provide a commercial/pro forma invoice if required and will retain copies of both these and a Parcel Shipping Order as these will be required to support any claim.
5. The Company's liability is limited to the level stipulated in the Carrier's current terms and conditions or, if greater, the value of the Goods declared by the Customer ("The Value"), subject to the payment of the Enhanced Cover compensation fee as specified on the Parcel Shipping Order. No compensation is payable for consequential loss unless specifically requested, defined, agreed and paid for under Enhanced Cover.
- 5a. Prior to shipping, the Company's liability for any loss or damage to the Goods, collected by or on behalf of the Company, in transit to the Company's premises, or held in trust for the Customer at the Company's premises will not exceed £2,500 for any item (subject to an overall limit of £10,000 for any consignment) or, if greater, the value of the Goods declared by the Customer ("The Value"), subject to the payment of the Enhanced Cover compensation fee as specified on the Parcel Shipping Order.
6. The Company on payment of the relevant Packaging Material and Packaging Labour charges will pack the Goods to the standard required by the Carrier. Compensation up to a maximum of £75 per consignment 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.
7. The Goods will not contain any substance that is dangerous or illegal. A list of dangerous goods and other prohibited items is available from the Company. 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, payment will not be refunded and any additional consequential packaging and shipping charges will be payable by the Customer.
8. 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.
9. 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.

10. 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.

11. All complaints relating to the carriage of the Goods must be notified to the Company immediately upon receipt and addressed in writing to the Company no later than 14 days of the date of shipment as shown on the Parcel Shipping Order. 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 no claim relating to Goods damaged on arrival at their destination will be satisfied without an inspection by the Carrier's local agent of the damaged parcel(s) and packing.

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 the Customer at the Customer's cost, and in the event, the Customer is liable for all shipping and other applicable charges specified, including any duties and taxes if levied.

13. Shipments are delivered to the consignee's address. There is no obligation to deliver a shipment to the consignee personally. The Company may deliver to someone other than the person named on the Air Waybill.

14. Where the Company has accepted, or collected the Goods for shipment on behalf of the Customer and payment is not received and/or no shipping instructions are provided, the Goods will be held for up to 7 days without further charge. Following this period, a storage fee may be levied. If instructions and payment are not received within a further 56 days, the Company may dispose of the Goods, and make any payment received to the Customer, net of all fees payable and expenses incurred. During this period goods are stored at the Customer's risk.

15. It is the responsibility of the Customer to inform the Company if a licence or permit is required for transportation, importation or exportation.

**Standard Terms and Conditions of Carriage relating to Compensation and Enhanced Cover**

16. The declared value for Enhanced Cover should represent the total actual value of the item covered including all shipping and packaging charges. 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.

17. 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 civil or industrial action whatsoever.

18. 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 consignee's or the Customer's behalf.

19. 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 Goods covered by specific exclusions;
- iii. containing tickets, (including without limitation airline tickets, tickets for any mode of transportation, or coupons which are exchangeable for goods or services).

20. Any compensation payable under these Conditions for loss of or damage to any collectable shall be limited to the actual value 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 £25,000 per consignment. The Customer will be required to prove value.

21. The Company shall not be liable to pay any refund or compensation in respect of a parcel containing restricted or prohibited goods, a list of which is available from the Company upon request, or otherwise despatched in contravention of any relevant provision in these conditions.

22. 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 or partially addressed, or accompanied by incomplete posting or customs documentation.

23. The Company shall not be liable for any damage arising out of changes in temperature or pressure where the Goods have been packaged by the Customer.

24. In accordance with applicable regulations in various jurisdictions the Company or the Carrier is required to undertake X-ray screening. The Company or the Carrier may undertake such screening and the Customer and consignee hereby waive any possible claims for damages as a result of screening.

25. The Company shall not be liable in any circumstances for any claim which relates to seizure or detention of the Goods in the course of transit by customs or other government authorities.

26. In relation to electronic items sent by the Customer, the Company shall not be liable for any mechanical or electrical fault if there is no evidence that the Goods have been physically damaged by the Carrier during transit. For electronic items compensation will only cover material damage which may be caused to the Goods in transit.

27. 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.

28. The Company will require the Customer to substantiate a claim by providing any relevant information about the parcel. This includes proof of despatch, proof of value, at least 3 estimates for repair costs, cost price, invoices, weight and nature of the item(s) lost or damaged. In the case of damage the Customer will provide photographs of the parcel and any items damaged as well as retain the parcel and its packaging for inspection.

29. The Company may make such investigations as it deems necessary to satisfy itself of the validity of any claim.

30. 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 Customer; 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 careful return of the item to the Company at the Company's expense.

### **Specific Exclusions**

1. Dangerous and Prohibited Goods (as classified below)
2. Money (cash - except numismatic/collectable coins and notes, stamps - except philatelic items and negotiable instruments equivalent to cash such as endorsed stocks, bonds, letters of credit and banker's drafts)
3. Shipments to PO Box addresses or their equivalent
4. Cash on delivery shipments
5. Foodstuffs and beverages requiring refrigeration or other environmental control
6. Lottery or other gambling tickets or receipts
7. Perishables

### **Prohibited Goods**

1. Shipments requiring any special licence or permit for transportation, importation or exportation, except where the Customer provides the appropriate licence and subject to the Terms and Conditions of the Carrier
2. Shipments the possession, carriage, importation or exportation of which is prohibited by any law, statute or regulation in the UK, Republic of Ireland or the country of destination
3. Packages that are wet, including wet ice, leaking, or emit an odour of any kind
4. Live animals and insects, household pets and live fish
5. Human corpses, organs or body parts, disinterred human remains, except blood, urine, other liquid diagnostic specimens or cremated human remains
6. Firearms, weaponry, ammunition and their parts
7. Drugs, including prescription drugs

**Dangerous (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