

- Thank you for placing your order with ipostparcels.com. By purchasing your order, you are agreeing to enter into a Contract with Us, where We will collect or deliver (or both) a parcel (or a collection of parcels) on your behalf. This means you will have responsibilities to Us and We will have responsibilities to you.
- The Contract consists of your order, Our Conditions of Carriage, and any documents which Our Conditions of Carriage or Our confirmation of your order might reference. These documents may be found at Our website [www.ipostparcels.com](http://www.ipostparcels.com).
- It is important that before you commit to purchasing your Order, you fully understand your responsibilities to Us and Our responsibilities to you under the Contract because by purchasing your order, you are confirming to Us that you understand the Contract, and fully accept it.

Parties to the Contract

- 1) **We, Us, Our** – UK Mail Limited, company number 00965783, whose registered office address is at 120 Buckingham Avenue, Slough, Berkshire SL1 4LZ (t/a ipostparcels.com); and
- 2) **You** – whose details are provided in your IPP Account (or by you to our authorised agent)

**1. What certain words mean**

1.1. In these Conditions, certain words will have a special meaning. The words and their meanings are set out here for reference. When these certain words appear in the conditions of carriage, the words will have the corresponding meaning set out here:

<b>Address Label</b>	means the label setting out the Delivery Address and other information needed by Us to collect and deliver the Consignment;
<b>Authorised Agent</b>	means a third party authorised by us to offer Our Services on our behalf;
<b>Breakable Goods</b>	means items that are not suitable for transport in our network because they are delicate, or fragile, or can easily be damaged even despite good packaging. More details can be found on the IPP Website, but examples can include items containing or made of: glass, china, ceramics, pottery, stoneware, fossils, works of art, paper/card, cake televisions whose screen size exceeds 37 inches. Please refer to the IPP Website for more information;
<b>Collection Address</b>	means the address you have specified in your IPP account (“Your Address”), or such other address that you may specify in your order through the IPP Website or through an authorised agent (“Third Party Address”);
<b>Conditions</b>	means these terms and conditions (as may be amended by us from time to time);
<b>Consignment</b>	means the parcel or parcels to be collected and delivered by us under the same Consignment Number;
<b>Consignment Number</b>	means the reference number we will assign to your order when you place it through the IPP Website (or through an authorised agent);
<b>Contract</b>	means the order you place through the IPP Website (or with an authorised agent), these Conditions and any documents referred to in the Conditions, provided to you by an authorised agent (if applicable), and/or the IPP Website;
<b>Customs</b>	means either the HMRC, or their equivalent in relation to the Isle of Man, the Channel Islands or anywhere else in the world;
<b>Dangerous Goods</b>	means any items that are classified as dangerous under the United Nations Recommendations on the Transport of Dangerous Goods, the European Agreement Concerning the International Carriage of Dangerous Goods by Road, the International Civil Aviation Organisation Technical Instructions, the International Air Transport Association Dangerous Goods Regulations or any other national or international legislation, rules or guidance relating to the transport of dangerous goods by rail, road, air or sea, and any other items which We consider as dangerous to transport;
<b>Delivery Address</b>	Means the address on the Address Label to which delivery is to be made;
<b>Extras</b>	means the additional options you have selected when making your order, which include for example: signature only service. Fuller details are available on the IPP Website;
<b>For Convenience</b>	means for any or no reason at all;
<b>Ipostparcels Account (or IPP Account)</b>	means the account you set up in order to use Ipostparcels services. For the avoidance of doubt, you do not need an IPP account if you are accessing our services through an authorised agent;
<b>Ipostparcels Service (or IPP Service)</b>	means the services relating to the collection and delivery of Consignments that We will provide under these Conditions and any other incorporated terms in accordance with the Service Options we have from time to time specified;
<b>Ipostparcels Website (or IPP Website)</b>	means the Ipostparcels. Website at <a href="http://www.ipostparcels.com">www.ipostparcels.com</a> or such other web address as we may notify you from time to time;
<b>Liability Option</b>	means the purchasable options by which You can specify an increase on our liability if our default liability option is not sufficient to cover the worth of the Consignment;
<b>Perishable Goods</b>	means any items that are prone to decay or could deteriorate, rot, corrode, decompose or perish within a reasonably short period of time. An illustrative example could be fresh food produce such as fish, meat, cakes, vegetables.
<b>Prohibited Goods</b>	means any items which we will not and cannot carry in any quantity whatsoever because doing so would be illegal either in the UK or any other country over which the Consignment travels. Items include by way of example, illicit drugs, medicines, radioactive material, firearms (even replicas, blank firing, imitations), explosives, munitions (even dummies, or otherwise deactivated), ), animals, animal parts, livestock, insects, tobacco or tobacco products;
<b>Service Option</b>	means the specific service you have chosen for the Consignment when placing your order;
<b>Valuable Goods</b>	means any items that exceed the value of the highest band (as set out in clause 7.4 or 7.5 as applicable) or such other items that are irreplaceable or not easily replaced, or have sentimental value, or which could easily be used by persons other than You or the intended recipient. Examples include: precious metals, stones or gems, cashiers/travellers cheques, bearer instruments, stored value cards (including pre-loaded cards and top-up cards), credit/debit cards, important documents (passports, birth/marriage certificates, share certificates), stamps, antiques, unprotected furniture, artwork, jewellery, designer clothing and accessories (including watches, footwear, handbags). This is not an exhaustive list and further information can be found on the IPP Website.
<b>Value</b>	means either, the cost value of the item at which you purchased or manufactured it, or the open market value (on a like for like basis, not new for old) of the item, whichever is the lowest.
<b>Vouchers (or Redeem Codes)</b>	means the vouchers or codes issued by Us which may be redeemed against your order so that the Price of your order is reduced.

**2. Your IPostparcels Account**

**Please note that if you access our Service Options through means other than with an IPP Account (e.g. through an authorised agent), then only clauses 2.5 and 2.6 below applies. If you use an IPP Account, then the whole of this clause 2 applies.**

General rules

- 2.1. You agree that you will only set up a single IPP Account. As this is an automated system, the fact that the set up process has completed does not prevent Us from reviewing your IPP Account and suspending or terminating in accordance with clause 2.9.
- 2.2. By setting up an IPP Account, it is your responsibility to make sure that the information relating to you that you enter into your IPP Account is true and accurate.

Payment Options

- 2.3. You may pay for your order using either of the 2 options that We may choose to make available to you as set out below:
  - 2.3.1. **Pay as you send**  
You may use a valid credit or debit card or an online payment method that is a) in your name, and b) accepted by Us, to purchase your order. In case of any refunds, We will credit the card or online payment method that has been used to purchase your order.
  - 2.3.2. **Prepayment (Top-up)**  
You may establish a credit balance with Us by making advance payments sufficient to pay the Charges prior to purchasing your Order by using a valid credit or debit card or online payment method that is a) in your name, and b) accepted by Us. You can from time to time make such additional payments as you wish to maintain a credit balance to be used for the purchasing of orders.
- 2.4. We will not be obliged to carry out your order until it has been paid for.

Charges

- 2.5. The Charges applicable to your Order are calculated taking into account:
  - 2.5.1. the Service Option, Liability Options and Extras you have selected;
  - 2.5.2. that the Charges are exclusive of VAT (unless otherwise stated), which if chargeable, will be payable by you;
  - 2.5.3. that the Charges will be based on the greater of a) the declared weight, b) actual weight, or c) volumetric weight of your Consignment;
  - 2.5.4. any surcharges which may be applicable (for example, if the Consignment is actually heavier and or larger than the Service Option you have chosen allows, and it is necessary to levy a surcharge equivalent to the difference between the Service Option that the Consignment ought to be used and the Service Option actually chosen by you.);

- 2.5.5. any additional Charges that may be applicable because your Consignment actually does not fit into any of the Service Option. For example, if your Consignment is heavier and/or larger than Our largest Service Option, We may charge additional amounts which reflect the extent to which your Consignment exceeds Our largest Service Option.
- 2.5.6. Any reasonable additional charge to cover Our administrative costs in having to calculate surcharges due to the incorrect Service Option being chosen by you.
- 2.6. **RETURN OF THE CONSIGNMENT (IN CASE OF NON-DELIVERY) IS NOT INCLUDED IN THE CHARGES.** You are paying for one-way passage for the Consignment and one free re-delivery attempt if the initial attempt to deliver fails. You agree that you will be responsible for the cost a) subsequent re-delivery attempts that you ask Us to make, or b) for the Consignment to be returned to you if it has not been delivered. We will notify you (where this is reasonably possible) of the cost in advance of returning the Consignment to allow you the opportunity to decide whether you want to pay the cost, or collect the Consignment yourself.

#### Vouchers and Redeem Codes

- 2.7. We may, from time to time, issue Vouchers and Redeem Codes in order to allow Our loyal customers to benefit from a lower price when they apply them to their orders. All of Our Vouchers and Redeem Codes are subject to the rules set out below and any specific rules set out in the email accompanying the Voucher or Redeem Code itself:
  - 2.7.1. Vouchers and Redeem Codes have no real cash value. Any reference to a sum or a percentage relates only to the sum or percentage We will discount from the Order you are redeeming the Voucher or Redeem Code;
  - 2.7.2. Vouchers and Redeem Codes can only be redeemed when placing an order with Us for the Ipostparcel service;
  - 2.7.3. Vouchers and Redeem Codes cannot be partly redeemed. If for example, you use a £10.00 Voucher or Redeem Code against a £5.00 transaction, you will be deemed to have redeemed the whole Voucher. As the Voucher or Redeem Code has no cash value, you are not entitled to cash the remainder value of the Voucher or Redeem Code, nor a new Voucher or Redeem Code of a value equivalent to the remainder.
  - 2.7.4. All Vouchers and Redeem Codes must be used within 3 months of issue unless the Voucher or Redeem Code expressly states otherwise.
  - 2.7.5. All Vouchers and Redeem Codes are discretionary. They are freely issued by Us and may be freely withdrawn by Us. We reserve the right to withdraw Vouchers and Redeem Codes at any time but if We do, We will use Our reasonable efforts to inform you by publishing Our decision on the IPP Website before withdrawing the Vouchers and Redeem Codes. For the avoidance of doubt, we may withdraw or refuse to issue any Vouchers and Redeem Codes issued to you where We have reasonable grounds to suspect that you are withdrawing and/or topping up your account for the purpose of obtaining Vouchers or Redeem Codes and then place orders using such Vouchers and Redeem Codes.
- 2.8. If you do decide to redeem a Voucher or Redeem Code against an order, it is your responsibility to make sure that the Voucher or Redeem Code is valid before you redeem it.

#### Closing your IPP Account

- 2.9. We reserve the right to and may suspend or close your IPP Account where:
  - 2.9.1. you have failed to comply with your responsibilities under the Contract or these Conditions; or
  - 2.9.2. you have used information that is in any way inaccurate or untrue; or
  - 2.9.3. you have, in Our reasonable opinion, misused the IPP Account (including without limitation, manipulation of the credit balance in our IPP Account for the purposes of obtaining Vouchers and Redeem Codes to pay for transactions; or
  - 2.9.4. We discover that you have opened an IPP Account before which was suspended or terminated by Us for reasons set out in clauses 2.9.1 to 2.9.3; or
  - 2.9.5. There has been no activity in your IPP Account for 18 months; or
  - 2.9.6. you have requested that We close your IPP account For Convenience; or
  - 2.9.7. We have given you 30 days' notice to close your IPP account For Convenience.
- 2.10. Where We have previously terminated an IPP Account you have set up for the reasons set out in clause 2.9 but you wish for Us to consider your application to set up an IPP Account, you should contact Us and obtain Our written consent before setting up your IPP Account.
- 2.11. Where your IPP Account is closed for whatever reason, and you have a credit balance with Us because you have used the prepayment option to pay for orders, We will credit the debit or credit card or online payment method you used to make payment into to the prepayment account less any amounts that are outstanding to Us.

### **3. Your Responsibilities to Us**

- 3.1. Set out below are your responsibilities to Us under the Contract. It is very important that you take your responsibilities seriously and comply with them. If you fail to comply with your responsibilities, there will be consequences as set out at clause 3.5.

#### Your details

- 3.2. You are confirming by entering into the Contract that:
  - 3.2.1. all of the details on your Account Signup Form are completely true and accurate;
  - 3.2.2. you are **at least 17 years old and if you are accessing Our Service Options through an IPP Account, that you are the person named in the IPP Account;**
  - 3.2.3. you are the owner of the Consignment and its contents, or you have the owner's permission to enter into this Contract;
  - 3.2.4. that you have read and fully understood the terms of the Contract, including these Conditions; and
  - 3.2.5. you are aware of the value of your Consignment and are happy that the value of the Consignment is within the liability option you have selected. **IT IS CRITICAL THAT YOU CHOOSE THE LIABILITY OPTION THAT COVERS THE VALUE OF YOUR CONSIGNMENT BEFORE YOU COMMIT TO PURCHASING YOUR ORDER. IF YOU DO NOT CHOOSE THE APPROPRIATE LIABILITY OPTION, YOU WILL BE DEEMED TO HAVE ACCEPTED THE RISK THAT YOU MIGHT NOT GET THE VALUE OF YOUR CONSIGNMENT BACK.**

#### Your Consignment

- 3.3. By purchasing your order, you are confirming to Us that:
  - 3.3.1. any information you give to Us relating to your Consignment such as (but not limited to): a) the recipient's details; b) the Collection address, c) the Delivery address, d) description of the contents of your Consignment, e) dimensions and weight of your Consignment, and d) information required for Customs purposes (if you are sending the Consignment overseas), is true and correct;
  - 3.3.2. the proper Delivery Address Labels have been stuck properly on the Consignment in a place where it can easily be machine read.
  - 3.3.3. your Consignment and its contents do not break any Laws;
  - 3.3.4. your Consignment fully complies with the Service Option you have selected and the terms of this Contract. This includes making sure that your Consignment fits within the dimension and weight restrictions of the selected service. If your Consignment is larger and/or heavier than Our largest Service Option, you should contact Us and We can give you a quote for your Consignment;
  - 3.3.5. your Consignment and its contents are safe for Us to handle and is properly packaged to protect it against drops, falls, and shunts. This is because We operate an automated system and collision with other parcels can happen. Poorly packaged Consignments can easily be damaged in an automated system. Even if you use Us to collect a Consignment on your behalf to deliver to you, it is your responsibility to make sure that in your contract with the sender that your Consignment is properly packaged and conforms with all of your responsibilities you have agreed to in this clause 3; and
  - 3.3.6. your Consignment does not contain any of the following:
    - 3.3.6.1. Breakable Goods;
    - 3.3.6.2. Valuable Goods;
    - 3.3.6.3. Prohibited Goods;
    - 3.3.6.4. Dangerous Goods;
    - 3.3.6.5. Perishable goods ;
    - 3.3.6.6. Food (other than dried foods and cereals);
    - 3.3.6.7. Liquids (including paint, battery acids);
    - 3.3.6.8. Inks (except printer cartridges or refills);
    - 3.3.6.9. Plants, vegetation, or flora;
    - 3.3.6.10. Drugs;
    - 3.3.6.11. Medicines;
    - 3.3.6.12. Alcoholic beverages; or
    - 3.3.6.13. **Any item or items worth more than the highest band (as set out in clause 7.4 or 7.5 as applicable) (or which otherwise exceeds the maximum value of any purchased liability limit where applicable).**

You understand and accept that Our services are not designed to transport Consignments containing any of the above items and in the case of Prohibited Goods, it is illegal for Us to carry them. **You must not send any Consignments containing items of the nature above.**

#### The consequences on you if you fail to comply with clauses 3.2 and 3.3

- 3.4. You agree and accept that We cannot check every single Consignment so the fact that We have collected your Consignment cannot be taken to mean that you are excused from your responsibilities. The consequences of your failure to comply with clauses 3.2 and 3.3 are set out below.
- 3.5. If at any time after We have collected the Consignment from you it is discovered that you have failed to fulfil your responsibilities to us, then you agree that:
  - 3.5.1. Our carrying of that Consignment will be completely at your risk and We (including Our authorised agents) will not be responsible for any loss of or damage to that Consignment;

- 3.5.2. you will be responsible for paying to Us any and all costs We may incur as a result of your failure to comply with your responsibilities. These may include but not limited to: clean-up costs, additional charges levied on Us by Our agents, or Our partners, and customs charges (if you are sending overseas) and
- 3.5.3. where your Consignment is found to exceed the weight and dimensions restrictions of the Service Option you have chosen, you agree that the Consignment should be carried and charged in accordance with the correct Service Option. We can hold your Consignment until you:
- 3.5.3.1. pay the difference between the Service Option you chose, and the Service Option that your Consignment actually complies with; or
  - 3.5.3.2. if a Service Option is not available because you have chosen the largest Service Option and your Consignment still exceeds the weight and size directions of that Service Option, you agree to pay Our additional charges which We will calculate for you if you choose this option; or
  - 3.5.3.3. collect Your Consignment yourself from the depot it has been held at, which could be any one of Our depots depending on when your Consignment was found to have not complied with the Service Option you chose;
- if you do nothing, We will hold your Consignment for 6 weeks and We will give you a last chance to choose an option. If you refuse to choose an option, then you accept that you have simply abandoned your Consignment and We will dispose of it in whatever manner We think is appropriate, including selling it to cover Our costs.

#### 4. The Ipostparcels Service

##### Our Service

- 4.1. By purchasing your order, We will collect your Consignment from the Collection Address and We will deliver it to the Delivery Address according to the Service Option you have chosen and these Conditions.

##### Independent third party service providers

- 4.2. We use third parties who are independent of Us to carry out collections and deliveries such as independent subcontractor drivers, who are businesses in their own right. In addition, We may use larger companies in the collection and delivery of your Consignment where this is reasonably necessary, such as if your Consignment needs to be transported over water, by air, or by railway. Independent third parties are responsible for their own actions and if anything goes wrong with your order that was caused by a third party service provider, We will help you identify the independent third party responsible.

##### Restrictions

- 4.3. We do not carry Consignments containing items listed in clause 3.3.6. This is why it is your responsibility to make sure that your Consignment does not contain such goods or items.
- 4.4. We do not want to carry Consignments containing items that are inadequately packaged. As you know what the item is, you are in a better position than Us to adequately package the item (see Clause 3.3.5).
- 4.5. We do not want to carry Consignments that do not fit into Our Service Options. This is why it is your responsibility to make sure that your Consignment fits into the Service Option you have chosen.
- 4.6. **Irrespective of whether you use the IPP Service domestically or internationally, you acknowledge that We do not deliver to individual PO Boxes (whether Royal Mail, British Forces Post Office, non-manned addresses (if international), or otherwise). It is your responsibility to ensure that the Delivery Address is not a PO Box (or equivalent).**
- 4.7. Any advice (for example via text or email) We might send to you or your recipient is indicative only and does not represent a firm commitment to deliver within the indicated period. We will use Our reasonable efforts to deliver within the period but the advice is solely intended to be helpful and the actual time could be dependent on many factors, such as traffic.
- 4.8. We do not notify you of the delivery progress of your Consignment (only delivery confirmation subject to you providing Us with an email address). You acknowledge that it is your responsibility to log onto the IPP Website to check on the status of the Consignment yourself.

##### Collection

- 4.9. It is your responsibility to make sure that you have properly packaged and labelled your Consignment and that it is safe to be collected by Us (see clause 3.3.5).
- 4.10. We cannot check every single Consignment at the point of collection due to time constraints. The fact that We have collected your Consignment does not mean that you have complied with your responsibilities under Our Contract or these Conditions nor prevent you from the consequences of any failure on your part to comply with your responsibilities.

##### Transit

- 4.11. You agree that it is up to Us to decide the route through which your Consignment will be delivered.
- 4.12. For the purposes of this Contract, transit will begin when We collect your Consignment and will end in one of the following ways:
- 4.12.1. We have delivered the Consignment to the Delivery Address;
  - 4.12.2. We have, in accordance with your instructions, left the Consignment at the Delivery Address because no-one was present to take delivery;
  - 4.12.3. 5 days after the date We have told you of the non-delivery of your Consignment and asking for your further instructions, at which point, the Consignment and what happens to it afterwards will not be Our responsibility.

##### Delivery

- 4.13. We will deliver your Consignment to the Delivery Address subject to the following:
- 4.13.1. where the Delivery Address has a central delivery area for post and parcels (such as, for example, a block of apartments/flats, or a workplace), We will deliver to that central area;
  - 4.13.2. We will (if We feel it is reasonable to do so) leave your Consignment at the Delivery Address; alternatively, We may deliver your Consignment to a nearby address (i.e. a neighbouring address) . Please note, if you have purchased through our Authorised Agent or have chosen a signature mandatory service, a signature will be obtained and this clause will not apply.
  - 4.13.3. We are not obliged to deliver to the person named as the recipient in the contract. Delivery is completed when We arrive at the Delivery Address a nearby address (if this applies).
  - 4.13.4. We are not responsible where a person at the Delivery Address represents to Us that they are authorised to accept delivery of your Consignment, or where there is no reasonable ground to suspect that that person has no authorisation to accept delivery. This is because We cannot be expected to know whether a person has authority or not.
- 4.14. You agree that Our records will be definitive evidence of delivery of your Consignment. Where you have chosen a signature mandatory service, We will use Our reasonable efforts to provide you with a copy of the signature of the person who took delivery of your Consignment which will be treated as supplementary evidence to Our records.

##### International Consignments – additional terms

**PLEASE NOTE THAT INTERNATIONAL SERVICES ARE ONLY AVAILABLE THROUGH AN IPP ACCOUNT, NOT THROUGH OUR AGENTS.**

- 4.15. This section only applies if your Consignment is to be delivered to an international destination covered by the IPP Service.
- 4.16. These Conditions still apply to your Consignment, together with the additional clauses in this section.
- 4.17. You accept that in addition to the Contract and these Conditions:
- 4.17.1. Your Consignment will be subject to security screening, which could include x-ray scanning, manual opening and inspection, customs searches, etc.
  - 4.17.2. The Convention on the Contract for the International Carriage of Goods by Road, the Convention for the Unification of Certain Rules Relating to the International Carriage by Air, and the Warsaw Convention may apply to your Consignment. **IF ANY SUCH CONVENTIONS APPLY, THE RELEVANT CONVENTION WILL APPLY WHERE THERE IS A CONFLICT BETWEEN THE TERMS IN THE CONVENTION AND THESE CONDITIONS. OUR LIABILITY FOR LOSS AND DAMAGE WILL BE GOVERNED BY THE RELEVANT CONVENTION.**
  - 4.17.3. Where you are exporting items contained in your Consignment, you must, before We attempt to deliver your Consignment, supply correct and complete carriage documentation to enable your Consignment to pass through Customs. We will not be responsible for any delays or detention of your Consignment by customs as a result of your failure to comply with your legal responsibilities.
  - 4.17.4. You agree that if We suffer any monetary loss (such as fines, costs, losses, claims from HMRC or other customs agencies), you will reimburse Us in full for Our monetary loss.
  - 4.17.5. If, at any time in the delivery process, We discover that your Consignment is unsuitable, or you have failed to comply with any or all of your responsibilities, We reserve the right to:
    - 4.17.5.1. hold the Consignment pending corrective action by you to render the Consignment suitable for international transportation; or
    - 4.17.5.2. return the Consignment to you at your cost, risk and expense, which may include a reasonable administration charge to cover Our expense arising from having to deal with the additional work arising from either your failure to comply with your responsibilities or the unsuitability of the Consignment for international transport. THESE CHARGES COULD BE IN EXCESS OF WHAT YOU INITIALLY PAID SO IT IS CRITICALLY IMPORTANT THAT YOU MAKE SURE YOU COMPLY WITH THE REQUIREMENTS IN THE CONTRACT, THESE CONDITIONS AND THE SERVICE OPTION TO AVOID YOU BEING LIABLE FOR THEM.**

##### Warning – please read carefully

- 4.18. **We use third party agents to deliver to both domestic and international destinations and if they cannot complete delivery, they will return the Consignment and levy a surcharge. If We, or Our third party cannot deliver because of something you did, did not do, forgot to do, or otherwise the recipient did not accept delivery for whatever**

reason, then you agree that you should be responsible for the surcharge levied by the third party if you want to recover your Consignment. Please note that the surcharge relating to the return of your Consignment is likely to be more than what you initially paid. It is critically important that you ensure that delivery can be completed.

4.19. If you do not want to pay the surcharge or are otherwise not concerned about recovering your Consignment, We may treat your Consignment as an unclaimed Consignment and sell your Consignment and apply the proceeds against any surcharge. We will return any excess to you.

## 5. What happens if your Consignment is damaged or lost

- 5.1. Try as We may, it is unfortunately impossible to deliver 100% of Consignments perfectly 100% of the time. Accordingly, there may some occasions where your Consignment may be damaged or lost from the time We have collected it until the point that transit ends. This section deals with what happens if your Consignment is damaged or lost.
- 5.2. We are only responsible for the loss or damage to your Consignment where:
- 5.2.1. the loss or damage **resulted from something We did, or ought reasonably to have done;** and
- 5.2.2. arises between **the point We collect** your Consignment (or dropped off with Our Authorised Agent) and **the point We deliver** your Consignment.
- For the avoidance of doubt, you agree that delivery is completed where We either:
- 5.2.3. obtain a signature from a person at the delivery address (or nearby address where applicable), or
- 5.2.4. elect, in accordance with clause 5.3, to leave the Consignment at the delivery address (or nearby address where applicable).
- 5.3. Where you have not chosen a signature option, We may leave the Consignment at the delivery address (in what we reasonably consider to be an appropriate location) unless otherwise agreed) and you further agree that delivery of the Consignment shall be complete. Consequently We are not liable to you for any loss or damage to the Consignment which arises subsequent to delivery.
- 5.4. Whether your Consignment is lost or damaged, you must report it to Us as soon as possible. For damaged Consignments, you must report the damage within 14 calendar days of the date of the delivery (or due date in case of loss) which will be Day 1 to aid in calculating the 14 calendar day period.
- 5.5. We will then send you out a form, which you must fill in accurately and completely and return to Us within 28 calendar days of Our sending out the form. We may ask to inspect the packaging and the item (where it has been damaged) or see evidence of the Value of the Item in order to help Us investigate your claim. In relation to international deliveries, We may also require a declaration from the recipient confirming that your Consignment was damaged or lost, and in case of damage, photographic evidence of the damage in lieu of inspecting the Consignment for ourselves.
- 5.6. You agree that failure to either report the loss or damage to your Consignment or return the form to Us within the timescales provided in the clauses above will be deemed as a waiver of your entitlement to compensation. This is because in cases of loss or damage, We need to get information as quickly as possible to help Us investigate. The longer you leave it the more impossible it is to investigate the loss or damage. **Where you contract with Us as a Consumer, nothing in clauses 5.1 to 5.6 is intended to affect your statutory rights.**
- 5.7. Where you have reported the loss or damage to Us in time, and you have also returned to Us the form within the requested period, We will investigate the matter and then contact you to say either:
- 5.7.1. We have investigated the loss/damage and have concluded that it is not Our fault; or
- 5.7.2. We have investigated the loss/damage, concluded that it is Our fault and specify a sum to settle the matter.
- 5.8. Where We have written to you to admit fault, the payment We will specify to settle your claim is based on the liability option you selected. **FOR THIS REASON IT IS OF CRITICAL IMPORTANCE THAT YOU SELECT THE MOST APPROPRIATE LIABILITY OPTION BEFORE COMMITTING TO PURCHASE YOUR ORDER BECAUSE IF YOU DON'T, YOU COULD FIND THAT THE LIABILITY OPTION PAYMENT DOES NOT COVER THE VALUE OF YOUR CONSIGNMENT.**
- 5.9. If you do not agree with Our decision you may write to Us with your reasons. Where there are valid reasons for disagreeing with us, We will reconsider Our decision. However, you accept that after reconsideration, We may either amend Our original decision, or stand by it.

## 6. What happens if We deliver your Consignment late

- 6.1. All timescales in the Service Options are illustrative and do not represent a commitment by Us to collect or deliver your Consignment by a particular time or date. We will use all reasonable efforts to collect or deliver your Consignment within the illustrative timescale (which means We could collect or deliver earlier than indicated), but Our failure to deliver the Consignment by the end of the illustrative time or date does not mean you can cancel the Contract. Instead, We will discount your Charges in relation to Our Late Delivery Scale, or if you prefer, upgrade the Service Option to the fastest available to deliver the Consignment as soon as possible.

## 7. Liability

- 7.1. **YOU ARE STRONGLY ENCOURAGED TO CONSIDER THE EXTENDED LIABILITY OPTIONS SET OUT BELOW IN CLAUSES 7.4 TO 7.7 IF THE VALUE OF YOUR CONSIGNMENT EXCEEDS THE LIMIT SET OUT IN CLAUSE 7.3.**

### Liability Options

- 7.2. Liability options may be changed by Us from time to time. You must check the liability options before you commit to purchase your order.
- 7.3. The default liability option is £25.00. This is because the vast majority of Consignments are of low value and £25.00 is a reasonable limit of liability. This means that if We are at fault, We will pay to you the value of your Consignment up to a limit of £25.00.
- 7.4. If you feel that the default liability option is not sufficient to cover the value of your Consignment, you may, for a charge (the exact charge depends on the band selected), purchase an extended liability option.
- 7.5. The extended liability options are based on bandings and depending on the option you choose, We will pay the value of your Consignment up to the limit of the extended liability option band you have purchased (as set out in clause 7.6 or 7.7 as applicable).
- 7.6. If You purchase your order through our Authorised Agent, you may choose to purchase the extended liability cover up to the highest band value (being £500 or such other sum as set out in any documentation provided to you by that Authorised Agent).
- 7.7. Where you have not purchased through an Authorised Agent and for domestic Consignments, the bands are set out below for illustrative purposes only. You must therefore check the IPP Website for the latest information on bands and charges:

Band	Liability Limit
A	To the Value between £25.00 and £75.00
B	To the Value between £75.00 and £250.00
C	To the Value between £250.00 and £500.00
D*	To the Value between £500.00 and £1000*

\* Please note that Band D may not be available if you are using Our Services through an Authorised Agent. Please check the documentation provided to you by the Authorised Agent.

- 7.8. For international Consignments, you must check the IPP Website for information on the available bands and charges.
- 7.9. You agree and acknowledge that We will not pay You more than the value of the default liability option or where you have purchased an extended liability option, the liability limit of the selected band (as set out in clause 7.6 or 7.7 as applicable) for any Consignment. **Under no circumstances will our liability to you for loss or damage to a Consignment exceed £1000.**
- 7.10. **IT IS YOUR RESPONSIBILITY NOT TO SEND ANY ITEM USING THE IPP SERVICE THAT IS WORTH MORE THAN THE MAXIMUM LIMIT OF LIABILITY AND TO CHOOSE THE CORRECT LIABILITY OPTION BAND TO COVER THE VALUE OF YOUR CONSIGNMENT OR YOU WILL BE DEEMED TO PREFER AVOID PAYING THE CHARGE AND HAVE ACCEPTED THE RISK THAT YOU MAY NOT RECEIVE THE VALUE OF YOUR CONSIGNMENT.**
- 7.11. Choosing a liability option (whether you have paid for one or not) does not mean that We will become liable if you do not comply with your responsibilities under the Contract and these Conditions (see clause 3). For example, if your Consignment contains any items which We have warned you We do not want to carry or items which you have confirmed to Us that your Consignment doesn't contain (see clause 3.3.6), We will refund the charge you paid for the liability option but will not be liable to you for anything else.
- 7.12. Neither Us nor our authorised agents will be liable to you for any economic loss (which includes loss of profits, loss of business, loss of use, loss of revenue, loss of market, goodwill or other like losses) irrespective of whether the losses are direct or indirect. Neither Us nor our authorised agents will be liable to you for any losses that We could not reasonably be expected to know about at the time that the contract was made. However, We will be liable for any direct loss you incur to the extent that it results from Our breach in accordance with the limits of liability in line with the Liability Option you have chosen.
- 7.13. Nothing in this clause limits Our liability to you in respect of personal injury, death, fraud (including fraudulent misrepresentation) resulting from Our negligence, or any liability which at law cannot be limited or excluded.
- 7.14. Neither of us are liable to the other in the event of any loss of, or damage or delay to Consignments arising from events which arise from or are connected to causes beyond our reasonable control including without limitation: Acts of God; delay or cancellation of shipments, ferries, flights, railway or other transport; failure of a recipient to accept delivery of a Consignment; delays in securing or refusal of customs clearance; acts of government or other authorities; war; riot; civil commotion; malicious damage to property; blockades; strikes, lockouts or other industrial disputes (whether involving our workforce or that of a third party); compliance with any law or governmental order, rule, regulation or direction, seizure under legal process; national emergencies; fire, flood, tempest, storm or other weather conditions making performance of our obligations impracticable; accident; breakdown of plant or machinery; default of suppliers (including, without limitation, fuel) or sub-contractors.
- 7.15. **WHERE YOU CONTRACT AS A CONSUMER, NOTHING IN THIS CLAUSE 7 IS INTENDED TO AFFECT YOUR STATUTORY RIGHTS.**

**8. Unclaimed Consignments**

- 8.1. You acknowledge that We are not able to keep Unclaimed Consignments for an indefinite amount of time because We simply do not have the storage facilities.
- 8.2. For Unclaimed Consignments where it is possible to identify the owner, We will write to the owner to say that We have the Unclaimed Consignment and give the opportunity to collect the Unclaimed Consignment or arrange for it to be delivered within the time stated in the written communication.
- 8.3. Where Unclaimed Consignments remain uncollected after the sender or recipient has been written to, or where it is not reasonably possible to identify the sender or the recipient, You agree that We are able to sell or dispose of Unclaimed Consignments at Our sole discretion at any time after they have spent six weeks or more in Our retained property store facility.
- 8.4. If, subsequently, it is discovered by Us that you were the owner of an Unclaimed Consignment, We will return to you the proceeds of sale if We sold the Unclaimed Consignment but We will be entitled to deduct from those proceeds, Our reasonable expenses and the return of such proceeds will discharge all responsibility We may have to you in relation to the Unclaimed Consignment.

**9. Ending the Contract**

- 9.1. You can cancel your order at any time before We arrive to collect your Consignment (either from You, the recipient, or from Our Authorised Agent). Once your Consignment has been collected, the Contract cannot be ended until:
  - 9.1.1. your Consignment has been delivered; or
  - 9.1.2. transit has ended; or
  - 9.1.3. We have terminated the Contract.
- 9.2. If you insist on cancelling the Contract after We have collected your Consignment, We will try to reasonably accommodate your request, but you understand that: a) We cannot guarantee that We can stop the process once it has started, and b) you will be responsible for Our costs up to the point the Contract was terminated and Our costs in returning your Consignment to you, which will also include surcharges levied by third parties for the return of your Consignment.
- 9.3. We may terminate the Contract if:
  - 9.3.1. you fail to comply with any of your responsibilities set out in clause 3;
  - 9.3.2. We reasonably consider that your Consignment is unsuitable for the IPP Service; and
  - 9.3.3. a third party has refused to carry your Consignment.
- 9.4. Irrespective of whether the Contract has been ended or the IPP Account has been closed, the rights and remedies (both yours and Ours) are not affected and continue to accrue up to the point that the Contract or IPP Account was terminated.

**10. Contacting Us**

- 10.1. Should you wish to contact Us regarding any credit queries regarding your IPP account, you can do so by telephone on 02476 937770.
- 10.2. For all other queries you may contact Us through the methods available on the IPP Website or alternatively by writing to Us at Customer Care Centre, ipostparcels, UK Mail Milton Keynes, Unit 10 Stratus Park, Brudenell Drive, Brinklow, Milton Keynes, MK10 0DE.
- 10.3. Any complaint regarding ipostparcels should be sent either via our contact form on the IPP Website or in writing to the address above in clause 10.2. Upon receipt we will endeavour to respond within one working day for complaints sent via our contact form and 3 working days for complaints sent in writing.
- 10.4. It is our intention to resolve all complaints but where we are unable to settle the complaint in accordance with the Alternative Dispute Resolution for Consumer Disputes Regulations 2015, a list of approved ADR (Alternative Dispute Resolution) organisations is available from <http://www.tradingstandards.uk/advice/ADRApprovedBodies.cfm>.
- 10.5. Contact details for the EU Online Dispute Resolution Platform are available from <http://ec.europa.eu/consumers/odr/>.

**11. Communications**

- 11.1. All communications between the parties about these Conditions must be in writing and delivered by hand, pre-paid post or fax, either to Our registered office, if to us; or to the address specified on the account set up form, or to the address specified on the IPP Website if to you; or to another address notified by either party to the other in writing.
- 11.2. Communications will be deemed to be received 3 days after posting if sent by pre-paid post; on the day of delivery if delivered by hand; if sent by fax before 4:00pm on a business day, at the time of transmission; or if sent by fax after 4:00pm on a business day on the next day of business.

**12. Data Protection Act**

- 12.1. We will only use the personal information you provide to Us to provide the Services, or to inform you about similar services which We provide, unless you tell Us that you do not want to receive this information.
- 12.2. You acknowledge and agree that We may pass your details on for marketing purposes, to other UK Mail Group companies, to credit reference agencies, Authorised Agents and to third parties. If at any time you wish to revoke the consent you have given by agreeing to these Conditions or have queries relating to Data Protection, please contact Our Information Security Manager at UK Mail Ryton, Express House, Hillman Way, Ryton-on-Dunsmore, Warwickshire CV8 3ED.
- 12.3. You acknowledge that where You have used an Authorised Agent to purchase our Services, we may pass on your information to such Authorised Agents and related third parties for the purposes of performing the Services, to perform analysis on how we could improve the Services, and customer service functions.

**13. General**

- 13.1. We do not contract as a common carrier. Any Consignment accepted for transit is accepted on these Conditions, or any terms and conditions relating to a waybill, to the exclusion of all other terms and conditions whether put forward by you or implied by law (insofar as exclusion of the same is lawful). Delivery of a Consignment to Us by you will be conclusive evidence of your acceptance of these Conditions.
- 13.2. These Conditions constitute the entire agreement between you and Us for the supply of the Services. Each party acknowledges that in entering into these Conditions it has not relied on any representation or undertaking, whether oral or in writing, save as expressly incorporated herein. This clause 13.2 shall not exclude any liability for fraud or fraudulent misrepresentation.
- 13.3. If there is any conflict between these Conditions and the terms and conditions set out on any printed documents provided by Us (but not being amended Conditions), these Conditions will prevail.
- 13.4. These Conditions may be reasonably amended from time to time by us, including, without limitation by adding or deleting Services or amending compensation levels. You should regularly refer to the ipostparcels website to obtain a copy of the Conditions which apply when you send a Consignment. Your sending a Consignment with Us is deemed acceptance by you of the Conditions as so amended from time to time.
- 13.5. If We (or Our authorised agents) fail, at any time while these Conditions are in force, to insist that you perform any of your obligations under these Conditions, or if We do not exercise any of Our rights or remedies under these Conditions, that will not mean that We have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If We do waive a default by you, that will not mean that We will automatically waive any subsequent default by you. No waiver by Us of any of these Conditions shall be effective unless We expressly say that it is a waiver and We tell you so in writing.
- 13.6. These Conditions are personal to you and you may not assign, license or sub-contract any of your rights or obligations under them without Our written consent.
- 13.7. These Conditions will apply in place of all warranties, conditions, terms, representations, statements, undertakings and obligations whether expressed or implied by statute, common law, custom, usage or otherwise, all of which are excluded to the fullest extent permitted by law.
- 13.8. The provisions of these Conditions are severable and distinct from one another, and if at any time any provision is or becomes unenforceable, the validity, legality or enforceability of the other provisions will not in any way be affected or impaired.
- 13.9. These Conditions are governed by English law and the parties submit to the exclusive jurisdiction of the English Courts.
- 13.10. It is not intended that these Conditions or any contract created on the basis thereof will be enforceable by any third party, unless expressly provided for in these Conditions.