

UK Mail Limited

Terms and Conditions of ipostparcels Service

1. Interpretation

- 1.1 In these Conditions the following words have the following meanings, unless the context indicates otherwise:
"Address Label" means an approved UK Mail barcoded address label;
"Breakable Goods" means any breakable or fragile goods, including (but not limited to) glass, china, ceramics, pottery, stoneware, fossils, works of art, televisions whose screen size exceeds 37 inches, and other goods which could reasonably be considered to be breakable of which we notify you at any time;
"Charges" means UK Mail's charges for the provision of the ipostparcels Service in respect of the Consignment, as published on the ipostparcels website at the time of purchase, and as may be varied or supplemented under the provisions of these Conditions;
"Conditions" means these terms and conditions (as amended from time to time in accordance with clause 25.4);
"Consignee" means the person to whom the Consignment is to be delivered as specified on the Address Label;
"Consignment" means any goods, whether a single item, in bulk or a number of separate items to be delivered to the same Consignee (including any of them or any part of them). For the purposes of this definition, 'item' shall include without limitation, parcels, packs, packets, baggits, and parcels;
"Contract" means the contract between you and us for the performance of the Services subject to these Conditions;
"Dangerous Goods" means any hazardous items specified in the United Nations Recommendations on the Transport of Dangerous Goods ("UNRTDG"), 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 or categories of items, which we reasonably consider to be dangerous goods and notify you accordingly;
"Delivery Address" means the address and postcode specified on the Address Label;
"ipostparcels website" means the website giving the Customer access to the ipostparcels Service, the URL of which is currently www.ipostparcels.com. In the event we decide to or have to change this URL for any reason, we will use reasonable endeavours to notify you of this;
"Restricted Goods" means firearms, weapons, explosives and munitions (including but not limited to replicas, imitations and blank firing pistols), animals, animal parts, livestock, insects, tobacco or tobacco products, and any items the carriage of which would be prohibited by any law, rule or regulation of any country in or over which the Consignment travels;
"Services" means any services provided by us to you, including (without limitation) collection, handling, transportation, customs clearance or delivery of a Consignment;
"Valuable Goods" means any valuable goods such as (without limitation) bullion, cashiers or travellers cheques, currency, money orders, negotiable instruments in bearer form, credit or debit cards, important documents (including passports, tenders, share and option certificates), stamps, antiques, unprotected furniture, precious stones or metals, artwork, jewellery or valuable items of wear (including occasional wear, designer items (including clothing, watches, shoes and handbags));
"Value" means, in respect of any Consignment, the lesser of the purchase price, replacement cost and the market value of the Consignment;
"we" means UK Mail Limited (company number 965783) whose registered office is at Express House, 464 Berkshire Avenue, Slough, Berkshire SL1 4PL and includes our employees, agents, sub-contractors and assigns and "us" and "our" will be interpreted accordingly; and
"you" means the person, body or body corporate whose order for the delivery of a Consignment is accepted by us, and includes the employees, agents and subcontractors of that person, body or company, and "your" will be interpreted accordingly.
- 1.2 The headings herein are for convenience and do not affect interpretation.
- 1.3 References to any statute, convention or any other legislation will be interpreted as a reference to that provision from time to time as amended, extended or re-enacted.
- 1.4 Any reference in these Conditions to an indemnity or reimbursement against liability (howsoever phrased) includes, without limitation, reimbursement for any costs, expenses (including legal expenses or other professional fees), liabilities, injuries, losses, damages, claims, demands, proceedings and judgements suffered or incurred by the indemnified party on an indemnity basis, whether such liability arises in contract, tort (including negligence), breach of statutory duty or otherwise.

2. Warranties and indemnities in relation to Consignments

- 2.1 In respect of every Consignment you warrant, represent and undertake to us that:
- 2.1.1 you are authorised to enter into these Conditions and are over 17 years of age;
- 2.1.2 the Consignment including its contents and packaging is fit and safe for us to perform the Services and that it is protected against all ordinary risks inherent in the performance of the Services, including (without limitation) any sortation, handling or otherwise dealing with the Consignment;
- 2.1.3 the Consignment does not exceed size or weight restrictions, which we at any time specify prior to your booking and you have declared the correct size and weight of the Consignment to us;
- 2.1.4 all information supplied by you pursuant to clause 8.3 is true and accurate;
- 2.1.5 the Consignment does not contain any Restricted Goods or Valuable Goods;
- 2.1.6 the Consignment does not contain any items which would be considered to be Dangerous Goods;
- 2.1.7 you have complied with all applicable laws, rules and guidance relating to the Consignment; and
- 2.1.8 you are legally entitled to or authorised to send the Consignment.
- 2.2 In the event that we incur any losses or any claims are made against us as a result of you breaching the warranties contained in clause 2.1 or elsewhere in these Conditions, you agree to reimburse us for any such losses.
- 2.3 Clause 2.2 applies in respect of the transport of all goods whether those goods are carried with our consent or not.

3. Dangerous Goods

- 3.1 You acknowledge that it is not our policy to carry any Dangerous Goods.
- 3.2 Where you send any Dangerous Goods contrary to clause 3.1 above;

- 3.2.1 you accept and agree that we will not be liable for any loss or damage whatsoever to such Dangerous Goods, unless the same is caused by our negligence; and
- 3.2.2 in the event that we are required to dispose of the Dangerous Goods (i.e. if they are damaged other than due to our negligence), you agree to reimburse us for any costs, claims, expenses, proceedings or liabilities that we may incur as a consequence of such damage and/or disposal.

4. Packaging and receipt of Consignments

- 4.1 You will affix a fully completed Address Label to each Consignment and it must be positioned prominently so that it can be readily scanned by a barcode reader.
- 4.2 It is your responsibility to ensure that all goods and parcels are correctly consigned, addressed or labelled including stating the Consignee's full address and postal code.
- 4.3 At your request we will sign a document acknowledging receipt of a Consignment. This document will not, regardless of its terms, be evidence of the condition, nature, quantity, size or weight of the Consignment when delivered to us.
- 4.4 If it is found that the size and/or weight is larger or heavier than declared when checked by us then we will hold the Consignment and notify you to arrange for additional payment for Charges or for the Consignment to be collected by you. We may charge a reasonable administration fee for correcting such under declaration.

5. Rejection of Consignments

- 5.1 If we have good reason to do so, acting reasonably at all times, we may open or inspect any Consignment at any time without your consent and refuse or reject the carriage of any Consignment at any time if we consider that it is in breach of these Conditions. If a Consignment is rejected because its handling or carriage is unlawful or would breach these Conditions, we may, acting reasonably, hold or return the same to you at your cost and risk.

6. Transit

- 6.1 Transit will be by such means of transport and route as we consider suitable.
- 6.2 Performance of the Services begins on the earlier of (i) collection by us of the Consignment or (ii) when we scan the Address Label to confirm acceptance of the item for delivery.
- 6.3 Our Services shall end on the earlier of -
- 6.3.1 delivery of a Consignment to the Delivery Address in accordance with clause 7;
- 6.3.2 leaving a Consignment at the Delivery Address in accordance with your instructions at the time of placing the order and agreed by us, despite no-one being available to take delivery of the Consignment; or
- 6.3.3 5 days after the Consignee is notified (whether in writing or orally) that we have unsuccessfully attempted to deliver the Consignment, which is available for collection from us,
- at which point the Consignment will no longer be our responsibility.

7. Delivery

- 7.1 The Consignments will be delivered to the Delivery Address, provided that if the Delivery Address has, or is served by a central mail delivery or collection area (without limitation, should the Delivery Address be a place of work or flats/ apartments), we may deliver the Consignment to that area.
- 7.2 We will not deliver to box numbers whether Post Office or British Forces Post Office and any Consignments addressed to such addresses will be rejected by us.
- 7.3 We are not under an obligation to deliver Consignments personally to the Consignee and therefore the delivery in respect of any Consignment will be deemed completed when delivered to the Delivery Address or any other address specified by you, or to an individual at such address, whether the Consignee or not.
- 7.4 If you select next day, Saturday, 48 hour or 72 hour service options we will deliver the Consignment by no later than 19.00 of the relevant day.
- 7.5 Please note that delivery times provided in service options are for indicative purposes only and if you select a service option specifying a time by which delivery is to be made, we will use our reasonable endeavours to deliver the Consignment within 60 minutes after such time.
- 7.6 We will use reasonable endeavours to provide you with a proof of delivery for the Consignment on request. We may reasonably charge you for providing a proof of delivery, which is requested more than 14 days after delivery of the Consignment concerned as this will not be as easily accessible by us after the lapse of the period of time specified herein.

8. International deliveries

- 8.1 These Conditions, together with any terms on the back of international consignment notes ("Waybill"), apply to Services performed outside the United Kingdom
- 8.2 The Convention on the Contract for the International Carriage of Goods by Road, the Convention for the Unification of Certain Rules Relating to International Carriage by Air and the Warsaw Convention as amended at the Hague in 1955 may apply to the delivery of a Consignment. If any such conventions apply to delivery of a Consignment, the relevant convention will take precedence over these Conditions if there is a conflict. Our liability for loss, damage or late delivery of the Consignment will be governed by and limited in accordance with the relevant convention.
- 8.3 If a Consignment is exported you will supply correct and complete carriage documentation and all documentation necessary to allow us to put the Consignment through customs before the Services commence.
- 8.4 You agree to reimburse us for any costs, losses, claims or liabilities (including any claims from HMRC) we suffer as a result of you failing to provide all necessary documentation specified in clause 8.3 to us.

9. Undelivered or unclaimed goods

- 9.1 Subject to clause 9.2, we may sell, dispose of or destroy any Consignment if we cannot determine its sender or Consignee; are unable to deliver the Consignment; or the Services are deemed to be at an end pursuant to clause 6.3.3 above.
- 9.2 Before selling, disposing of or destroying any Consignment in accordance with clause 9.1, we will retain it for 6 weeks and shall use our reasonable endeavours to notify you that we will sell, dispose of or destroy the Consignment unless you collect it within that 6 week period.
- 9.3 You will be obliged to reimburse us for all costs or expenses, which we incur in storing, returning, disposing of or destroying the Consignment.
- 9.4 If, after the sale of a Consignment, we identify you as the sender of the Consignment, we will reasonably reimburse the balance of the sale proceeds to you after deducting all reasonable charges and expenses

- incurred by us in selling the Consignment and any outstanding charges relating to the Consignment.
- 9.5 Subject to any claim or right which you may have against us under these Conditions, any reimbursement to you in accordance with clause 9.4 will discharge us from all liability to you in respect of the Consignment or the Services, except where the same is as a result of our negligence.

10. Charges and payment

- 10.1 The Customer shall pay the Charges in accordance with those published on the ipostparcels website at the time of placing the order.
- 10.2 We will offer you an account for ipostparcel Services for which you will have the following 2 options for payment arrangements:
- (a) **Pay as you send option** – The Customer shall pay the Charges upon booking the Consignments using a credit or debit card accepted by us.
- (b) **Prepayment option** – The Customer shall establish a credit balance by making an advance payment sufficient for the Charges prior to using the ipostparcels Services by using a credit or debit card accepted by us. The Customer may from time to time make additional payments to the prepayment account so as to maintain a credit balance. Such credit balance may be used in part or full payment of the Charges in respect of future Consignments and/ or Services provided by us.
- We shall determine which of the payment options are available to the Customer at the time of contracting.
- 10.3 You will be responsible for the payment of duties, taxes, levies, storage charges or other charges or expenses applicable to the Consignment or the Services, for example, without limitation, any output tax or customs charges.
- 10.4 All charges are expressed exclusive of VAT which, if chargeable, will be payable by you at the rate prevailing at the time you make payment.
- 10.5 Any queries relating to Charges should be received by us, in writing, within 7 days from the date of the booking of the Consignment to ensure that Charges are investigated as soon as possible.
- 10.6 Except where the quotation states otherwise, all quotations based on weight will be charged at whichever is the greater of the dead weight and the volumetric weight.
- 10.7 Any item greater than 80cm x 80cm x 80cm of the Consignment will incur an oversize surcharge, and/or any Consignment weighing more than 25 kilograms will incur a manual handling surcharge. These amounts are payable for additional administrative costs and determined by us of which we will use our reasonable endeavours to notify you of (see our current tariffs).
- 10.8 We may make a reasonable surcharge for administrative costs and for the correction of net value, for any Consignment below the minimum net value that we reasonably determine and notify you of.
- 10.9 If we make an unsuccessful delivery attempt we will subsequently make one further attempt of delivery. We may reasonably charge you an additional sum for the second attempted delivery due to us having to repeat the delivery process.
- 10.10 You will notify us of any change in your name, address or other circumstances that may affect the payment of any charges, at least 14 days in advance of the date of the change.

11. General limitations of liability

WHERE YOU CONTRACT WITH US AS A CONSUMER, NOTHING WITHIN THESE TERMS AND CONDITIONS SHALL BE DEEMED TO AFFECT YOUR STATUTORY RIGHTS.

- 11.1 You will be expected to comply with your obligations at all times during the performance of the Services and we will not therefore be liable for any loss, damage, non-delivery, misdelivery or delayed delivery of any Consignment which occurs as a direct or indirect result of -
- 11.1.1 anything you do or fail to do;
- 11.1.2 any statements or representations you make which are not true;
- 11.1.3 any breach of your obligations under these Conditions;
- 11.1.4 any latent or inherent defect of the goods in a Consignment or any inherent tendency to wastage, vice, natural deterioration or electrical derangement of the goods in a Consignment;
- 11.1.5 the fraud or dishonesty of any third party in respect of a Consignment or the representation by any third party which are not true in respect of their authority to receive a Consignment on your behalf.
- 11.2 Subject only to clause 11.3, we will not be liable to you for any economic loss, including (without limitation) loss of profit, business, revenue resulting from loss of use, sale, market, goodwill, anticipated savings, data, costs of providing any alternative means of transport or any other like losses, whether direct or indirect and whether caused negligently or otherwise or arising out of or in connection with any performance or failure to perform the Services or any breach of these Conditions by us.
- 11.3 Notwithstanding anything to the contrary contained in these Conditions, our liability for fraud (including fraudulent misrepresentation), death or personal injury resulting from our negligence, is not limited.
- 11.4 Notwithstanding anything to the contrary contained in these Conditions, we will not be liable to you for any loss or damage to a Consignment if you use us as a subcontractor for the delivery of such a Consignment
- 11.5 We will not be liable or responsible to you for any loss, damage, non-delivery, misdelivery or delayed delivery of a Consignment or for any failure or delay in the performance of the Services under these Conditions due to an event beyond our reasonable control ("Force Majeure Event") including, without limitation, any -
- 11.5.1 delay or cancellation of shipments, ferries, flights, railway or other transport;
- 11.5.2 failure of a Consignee to accept delivery of a Consignment;
- 11.5.3 delays in or refusal of securing customs clearance;
- 11.5.4 acts of God, 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 provision of the Services impracticable, accident, breakdown of plant or machinery, default of suppliers (including, without limitation, fuel) or sub-contractors.
- 11.6 We will take reasonable steps to notify you of a Force Majeure Event affecting the Services.
- 11.7 We will not be liable to you if a "non-signature" service is requested, or written instructions are given to leave goods at the address (in which event, we will leave the Consignment in a location that we in our sole discretion shall deem appropriate) and the goods are subsequently lost or damaged, or we receive written instructions to collect Consignments from a "safe" location, in which event we shall not be liable for any loss or damage which occurs prior to such collection, or attempted collection of such Consignment. **You acknowledge that if you elect to choose a non-signature service or you request that goods are left at, or collected from a 'safe' location at your address, that you**

are aware that these requests have not been recommended by us nor should such methods be used for goods which have high value to you or the Consignee (if applicable).

12. Exclusion of liability for particular Consignments

- 12.1 You acknowledge that it is not our policy to carry Consignments containing any food (excluding dried food and cereals), liquids, paints, inks (excluding printer cartridges or refills), plants, drugs, medicines or alcoholic beverages or other perishable goods and not to carry Restricted Goods.
- 12.2 Where you send any goods contrary to clause 12.1 above:
- 12.2.1 we accept no liability in respect any loss or damage to them, unless caused by our negligence, and you will reasonably reimburse us against any liability incurred by us in respect of their collection, delivery or carriage, including any loss or damage caused to third party Consignments; and
- 12.2.2 you will reimburse us in full against all reasonable costs and expenses of the safe disposal of such goods if they are damaged or perished (howsoever caused) and any other costs, claims, expenses, proceedings or liabilities that we may incur as a consequence of such damage or perishment.
- 12.3 You acknowledge that our transit system is not suitable for carrying Breakable Goods and the transport of such Breakable Goods is at your own risk.
- 12.4 You acknowledge that our liability for Valuable Goods and Breakable Goods remains pursuant to clause 14 or clause 15 subject to whether Extended Liability Option (as defined in clause 15.1) has been purchased by you.

13. Liability for late delivery

- 13.1 Further to clause 7.5 if for whatever reason, a Consignment is not delivered on time, we will:
- 13.1.1 deliver the Consignment as soon as possible thereafter using the fastest service option available for that Consignment with any resulting upgrade being at our cost; or
- 13.1.2 credit you with the difference between the cost of the service requested by you and the cost of the service actually used to deliver the Consignment provided that delays in delivery are not for any reason set out in clause 11.5 and that subject only to clause 11.3, this clause 13 sets out our entire liability for late delivery.
- 13.2 Where you select the slowest service option available for such Consignment we will complete the Services as soon as reasonably possible.

14. Liability for loss or damage

YOU ARE STRONGLY ENCOURAGED TO CONSIDER THE EXTENDED LIABILITY OPTIONS SET OUT IN CLAUSE 15, SHOULD YOUR CONSIGNMENT VALUE IN EXCESS OF THE AMOUNT PROVIDED FOR IN CLAUSE 14.1.

- 14.1 Our maximum liability for any loss or damage (howsoever caused) per Consignment is £25.00, unless an Extended Liability Option has been purchased pursuant to clause 15 below.
- 14.2 Subject to clause 14.1 and 15.1, our liability for loss of or damage to any Consignment, whether caused negligently or otherwise, is limited to the lesser of -
- 14.2.1 the Value of the Consignment, or the part thereof, which has been lost or damaged; or
- 14.2.2 the cost of repairing any damage to the Consignment.
- 14.3 If a cheque that is part of a Consignment is lost during transit, our liability will be limited to the lesser of the cost of cancelling and reissuing the cheque and £10.00.
- 14.4 Our liability for any loss of or damage to a Consignment incurred while that Consignment is being carried by water, rail or air, will not exceed the liability of the carrier providing such carriage.
- 14.5 Shock labels or similar devices designed to show whether a Consignment has been subject to treatment likely to cause any loss or damage to it are not accepted by us in any circumstances as proof of damage of any Consignment.

15. Extended liability option

PLEASE NOTE THAT YOU SHOULD STRONGLY CONSIDER SEPARATE INSURANCE COVER IF YOUR CONSIGNMENT VALUE IS IN EXCESS OF THE OPTIONS PROVIDED FOR IN CLAUSE 15.1.

- 15.1 Before we commence the Services you may request an increase in our liability for loss or damage under the extended liability option ("Extended Liability Option") where our maximum liability will be as set out as follows:
- (a) Band A – to the Value between £25 and £75; or
- (b) Band B – to the Value between £75 and £250; or
- (c) Band C – to the Value between £250 and £500; or
- (d) Band D – to the Value between £500 and £1000.
- Different charges apply each band and these are set out on the ipostparcels website.
- 15.2 Our liability for loss of or damage to any damage will be as pursuant to clause 14.2 limited to the Extended Liability Option selected by you.
- 15.3 **Please note that the Extended Liability Option is not an insurance policy.**

16. Payment of monies due for liability

- 16.1 Any monies due for liability owing to you, subject to our maximum liability in clause 14.1 or Extended Liability Option selected pursuant to clause 15.1, will be credited to your ipostparcels account unless you notify us in writing to the contrary in which case payment will be made by cheque to the person named on the credit or debit card used for payment of Charges.

17. Time Limits

- 17.1 We shall only be liable for loss of or damage to Consignments should –
- 17.1.1 you notify us of the alleged loss or damage within 14 days of the date of delivery (or the due date for delivery). For the purpose of calculating the numbers of days referred to in this clause 17.1.1 the day of delivery will be the first day; and
- 17.1.2 you make a written claim against us within 28 days from notification of the claim.
- 17.2 Please note that such time limits are set in clause 17.1 so that we are able to fully investigate the claim as any delays may adversely affect our investigations and our ability to report to you on the alleged loss or damage.
- 17.3 Notification on the delivery document shall be deemed as insufficient notification for the purpose of clause 17.1.
- 17.4 Subject to clause 17.5, you acknowledge that where we deem necessary, we will collect and return any damaged Consignment from the address at which it was delivered provided that it is safe and lawful for us to do so.
- 17.5 In respect of all claims for loss or damage, including (without limitation) relating to international deliveries, you acknowledge that we require photographic evidence of the damage and a written declaration from the Consignee that such Consignment was damaged and a copy of the

credit note (where applicable) provided by you to the Consignee in respect of such damaged Consignment.

- 17.6 We will require you to substantiate a claim by providing relevant information about the Consignment, including proof of Value, estimates of repair costs and in the case of damage, to provide the Consignment and packaging for inspection.
- 17.7 For the avoidance of doubt, where you are a consumer, nothing in this clause 17 limits or excludes your statutory rights or rights under any relevant international convention.

18. Lien

- 18.1 We have a general and specific lien over all Consignments in our possession, custody or control for all monies owing by you to us at any time (inter alia, Charges payable pursuant to clauses 4.4, 10.8 and 10.9). If payment from you is outstanding, we reserve the right to notify you of the amount of any lien and our intention to exercise the lien by selling the Consignment. If payment of all outstanding amounts owed to us is not received by us in full within 7 days of such notice, we may reasonably sell, dispose of or deal with the Consignment as your agent. We will reimburse you any remaining balance of the sale proceeds after deducting all monies owing, including all expenses and charges incurred in the storage, handling, sale, disposal and otherwise dealing with the Consignment. Having done so we will have no further liability to you for the Consignment.
- 18.2 If we consider the Consignment is likely to perish or deteriorate, we may reasonably sell, dispose of or deal with the Consignment immediately upon any amount becoming due, subject only to our taking reasonable steps to notify you of our intention to do so.

19. Termination

- 19.1 Without prejudice to any other rights to terminate under this clause 19, either party may terminate the Contract at any time by giving the other party 30 days' notice.
- 19.2 Either party (the "terminating party") may terminate this Contract immediately by giving the other party (the "breaching party") notice in writing if:
- 19.2.1 the breaching party commits a material breach of any provision of the Conditions and the breach is not capable of being remedied or where the breach is capable of remedy the breaching party has not remedied that breach within 14 days of being notified of the breach by the terminating party; or
- 19.2.2 the breaching party is subject to a change of control (save as where such change is for the purposes of internal restructuring amongst our group of companies), become insolvent or bankrupt or are unable to pay your debts as and when due.
- 19.3 In the case you select the Prepayment option arrangement, we may terminate this Contract upon 7 days notice by e-mail if you have not made use of the Services or any other services offered by us for a period of 6 months from the date of last use to convey a Consignment. The provisions of clause 20.2 will then apply.

20. Consequences of Termination

- 20.1 The termination of this Contract (for any reason) shall not affect the coming into or the continuance in force of any obligations which expressly or by implication are intended to come into or continue in force on or after such termination and shall be without prejudice to any other rights of either party accrued up until the date of termination.
- 20.2 Where we have terminated pursuant to clause 19.3, your remaining credit account balance (exclusive of any promotional credit), if any, shall be returned to you by cheque. You acknowledge that should you fail to bank the cheque within 6 months from the date of the cheque, any credit balance shall be forfeited by you and transferred to us. For the avoidance of doubt, any promotional credit given by us will not form part of the credit balance for the purposes of this clause 20.2 and clause 20.3 below.
- 20.3 In the case where you select the Prepayment option and you wish to terminate the Contract in accordance with clause 19.1 or 19.2, we will return the credit balance, if any, (exclusive of promotional credit) less any charges owing to us to the credit or debit card used to make the pre-payment for Charges.

21. Sub-contracting

- 21.1 Agents or subcontractors employed by us may perform any of our obligations under these Conditions, may benefit from and rely on these Conditions and will have no greater liability to you than we do.

22. Contacting us

- 22.1 Should you wish to contact us regarding any credit queries regarding the prepayment option arrangement selected in accordance with clause 10.2(b), you can do so by telephone on 0845 149 2187.
- 22.2 For all other queries you may please complete the contact us form available on the ipostparcels website or alternatively by writing to us at Customer Care Centre, ipostparcels, UK Mail, Express House, Wolseley Drive, Heartlands, Birmingham, B8 2SQ.

23. Communications

- 23.1 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 application form or to the address inserted on the ipostparcels website if to you; or to another address notified by either party to the other in writing.
- 23.2 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.

24. Data Protection Act

- 24.1 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.
- 24.2 You acknowledge and agree that we may pass your details on for marketing purposes, to other UK Mail Group companies, to credit reference agencies and to third parties.

25. General

- 25.1 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.
- 25.2 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 25.2 shall not exclude any liability for fraud or fraudulent misrepresentation.

- 25.3 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.
- 25.4 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.
- 25.5 If we 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.
- 25.6 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.
- 25.7 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.
- 25.8 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.
- 25.9 These Conditions are governed by English law and the parties submit to the exclusive jurisdiction of the English Courts.
- 25.10 It is not intended that these Conditions or any contract created on the basis thereof will be enforceable by any third party, except as provided under clause 21.1.