



The registered office address of Parcelinq is 41 Inchmuir Road, Whitehills Ind Est, Bathgate, West Lothian, EH48 2EP

TERMS AND CONDITIONS

Please read these Terms and Conditions with care and particularly clauses 3.2, 6, and 8, which set out the extent of our liability under these terms and conditions and provide for an indemnity by you in certain circumstances.

Please note that certain items are prohibited from our Services. Check your item against the prohibited item list here: www.Parcelinq.co.uk

Certain other items are carried without compensation cover for damage or loss and at **your risk**. We do not accept any liability for loss of these items or damage to or made by these items caused through the use of our Service. Check your item against the item list not covered for compensation here: www.Parcelinq.co.uk For further details it is important that you read clause 6.11.

Certain other items require more detail from you before they can be sent using our Service. Check your item against the more information required list here: www.Parcelinq.co.uk

Standard Terms of Contract

1. Definitions

In these Terms and Conditions where the following terms are used, they shall have the following meanings:

- (a) "**Consignment**" means any item(s) of any sort which are, may be, or are intended to be, received by us from any one sender at an address for us to carry and deliver to any recipient at any other address.
- (b) "**Damaged Consignment**" means a Consignment that is no longer in the condition in which it was received by us.
- (c) "**The Collection Point**" means the address at which a Consignment is received or collected by us.
- (d) "**Purchased**" means when you accept the Service Order.
- (e) "**The Delivery Point**" means the address to which any Consignment is delivered by us.
- (f) "**The Excepted Risks**" means:
 - (i) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, or loot, sack or pillage in connection, and/or
 - (ii) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, and/or
 - (iii) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of the same, and/or
 - (iv) pressure waves caused by aircraft and other aerial devices travelling at the speed of sound or faster, and/or

(v) the absence, failure or inadequacy of the packing or packaging used for a Consignment.

(g) **"This Agreement"** means these terms and conditions, together with the Service Order.

(h) **"Us, We or Our"** means Parcelinq Limited, together with its directors, employees any agents subcontractors or couriers acting on its behalf.

(i) **"You"** means the customer who is contracted with us as set out in the Service Order.

(j) **"Service"** means the service and carriage of a Consignment by us in accordance with the particulars set out in the Service Order.

2. Our Obligations

2.1 We will carry out the Service(s) for you whilst this Agreement is in force, in return for the payment by you to us of the price set out in the Service Order and in accordance with the terms of this Agreement.

2.2 We shall have the right to make any changes to the Service(s) which are necessary to comply with any applicable law or safety requirement or which do not materially affect the nature or quality of the Service(s) and we shall notify you of any such changes.

2.3 We warrant that the Service(s) will be provided using reasonable care and skill.

3. Loading and Unloading

3.1 If collection or delivery of a Consignment takes place at your premises, we shall not be under any obligation to provide any equipment or labour which, apart from the driver collecting the Consignment, may be required for loading or unloading of a Consignment.

3.2 Any Consignment (or part of a Consignment) requiring any special equipment for loading and unloading shall be accepted by us for transportation only on the understanding and condition that such special equipment will be made available at the Collection Point and the Delivery Point as required. Where such equipment is not available and if we agree to load or unload the Consignment (or part of the Consignment) we shall be under no liability or obligation of any kind to you for any damage caused (however it may be caused) during the loading or unloading of the Consignment. This includes any damage caused whether or not by our negligence and you shall agree to indemnify and hold us harmless against any claim or demand from any person arising out of our agreeing to load or unload the Consignment in these circumstances.

4. Collection and Deliveries

4.1 We will make one attempt to deliver a Consignment during normal working hours. If we cannot obtain a delivery receipt at the Delivery Point you agree that we shall be authorised to attempt to deliver the Consignment to, or obtain a delivery receipt from, an alternative address close to the Delivery Point and (if successful) we agree that we will leave at the Delivery Point details of the address to which we have delivered the Consignment. If we are unable to deliver, either to the Delivery Point or a nearby address, we shall return the Consignment to our premises and leave a request for the recipient of the Consignment to contact us to make alternative delivery arrangements to the Delivery Point. If the recipient does not contact us to arrange the alternative delivery within **7 days**, we will return the Consignment to you at your cost (such cost to be discharged before delivery to you).

4.2 If we consider that the Consignment has become a Damaged Consignment and cannot be delivered because it is or in our reasonable opinion is likely to be unsafe hazardous or harmful we reserve the right to dispose of the Damaged Consignment immediately. If the Consignment becomes a Damaged Consignment because of our actions and we have to dispose of it, we will only be liable to you up to the amounts specified in 6.7.

5. Sub-Contractors

5.1 You agree that we may use another carrier in order to support our provision of the services to you (this will be at our own expense) and you agree that both we and this other carrier shall be entitled to the protection of all of the terms of this Agreement which exclude or limit liability for any losses or damage.

6. Our Liability

YOUR ATTENTION IS DRAWN PARTICULARLY TO THIS CLAUSE AND THE LIMITS OF OUR LIABILITY WITHIN IT.

6.1 Where you deal with us as a consumer, nothing within these terms and conditions shall be deemed to affect your rights under the Unfair Contract Terms Act 1977. For the avoidance of any doubt, when you deal with us as a business the Unfair Contract Terms Act 1977 is hereby excluded to the fullest extent legally possible and you are further referred to additional terms relating to business clients set out below.

6.2 Nothing in this Agreement shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation.

6.3 As a responsible business, we will perform the Service(s) in a professional manner with the appropriate level of skill and care. However, damage to a Consignment may still occur as a consequence of our handling of it and in such circumstances, our liability shall be limited as set out in these Terms and Conditions. The reasoning behind this limitation of our liability is as follows:

- (a) The value of a Consignment and the amount of potential loss to you that could arise if a Consignment is damaged or lost is not something which we can easily ascertain but is something which is better known to you. In many cases it cannot be known to us at all and can only be known to you;
- (b) The potential amount of loss that might be caused or alleged to be caused to you is likely to be disproportionate to the sum that we could reasonably be expected to charge you for providing the Service(s) under this Agreement;
- (c) It is not possible for us to obtain cover which would give unlimited compensation for our full potential liability to all of our customers and, even if it were, such cover would be much cheaper if taken out by you (rather than us taking out such cover and passing the cost on to you) and on that basis, it is more appropriate for you to take out such cover;
- (d) We wish to keep the costs of providing the Service(s) to you as low as possible;
- (e) In light of the above we wish to limit our liability for any damage caused to you to levels which we consider proportionate to our low charges for providing the Services. These amounts are set out in clause 6.5;
- (f) In these Terms and Conditions, damage to you means any damage suffered by you (including any loss of, or damage to, a Consignment and any other loss, whether or not known to you or us or in either of our contemplation at the time of entering into this Agreement), however it arises but only so long as it is caused by our negligence, breach of duty or other wrongful act or omission (which includes any deliberately wrongful act or omission) and any breach of any the terms of this Agreement, or any terms implied by statute (where applicable);
- (g) We investigate all claims received by us in a fair and speedy manner, but such investigations are more accurate and are easier to perform soon after the loss or damage is alleged to have incurred and on that basis, the timescales set out in this Agreement are necessary to ensure that such investigations can be performed fairly.

The Extent of our Liability

6.4 We shall only be liable for damage or loss caused to you if it is caused by our negligence, breach of duty or other wrongful act or omission, and only subject to the limitations set out within this clause 6 and clause 7;

6.5 We shall not be liable to you under any circumstances for any direct or indirect loss (including, but not limited to loss of profits, or loss of goodwill) or for any other special or indirect losses, costs, damages, or claims which do not arise naturally as a result of our negligence, breach of duty, or other wrongful act or omission.

6.6 We shall not be liable to you:

a) under any circumstances where there are any material discrepancies (meaning more than 10% difference) between the declared dimensions and weights and the actual dimensions and weights.

b) in any circumstances in respect of the items on the Prohibited items; Special Provisions items and No Compensation items lists, unless otherwise stated by us.

The Limitation on the Amount of our Liability

6.7 If we are liable to you for any reason, we shall (subject always to clause 7) only be liable to you up to the following amounts in the following circumstances:

(a) If we lose or damage all of a Consignment we will be liable for a maximum of £20 for Parceling services. If, however this maximum figure is greater than the actual value of the Consignment then we shall only be liable for the full value of that Consignment;

(b) If we lose or damage part of a Consignment, the amount of the sum determined under clause 6.7(a) above shall be pro-rated down to represent the proportion that the actual value of that part of the Consignment bears to the actual value of the whole Consignment

(c) If we cause you loss or damage arising in any other way, a maximum of £20 for Parceling services) in respect of any Consignment.

If you consider that the potential loss to you caused by the loss or damage of all (or part) of a Consignment would exceed the figures set out above, you **must** arrange separate cover or insurance to cover such potential loss. For the avoidance of doubt, this includes any additional insurance you may require in respect of any items listed on the "Special Provisions" and "No Compensation Items" lists. The items on the "Prohibited Items" list are prohibited and no level of insurance taken out by you will change whether these items will be allowed. If you do not do this, then we shall not be liable to you for more than the amounts set out above and you shall be responsible for the risks in any amounts not covered through such cover or insurance (or lack of).

We will not be liable to repay you the value of the Consignment as at the time it was purchased by you. Consignments by their nature are subject to depreciation. You are advised to take out a "new for old" insurance policy should you wish to be compensated in this way. Our liability to you is limited to the amounts set out within this clause 6 and based on the actual value at the date of loss.

6.8 In order to ascertain the extent of our liability above, we shall require proof of the value and weight of the entire Consignment and any part or parts of it which make it up and you must ensure that, prior to our collection of the Consignment, you have a record of these. For the avoidance of any doubt, and without affecting clause 6.5, we shall only be liable for the replacement value of the Consignment and not for any sums that would amount to profit on the Consignment or applicable value added tax (or like tax) on such profit.

6.9 If a claim arises as a result of damage to the whole or part of a Consignment and if we settle the claim for a sum equal to or greater than the value of the Consignment, then we shall be entitled to claim ownership of the Consignment and deal with it as we see fit. < For the avoidance of any doubt, we shall be responsible for the cost of recovery of the Consignment.

6.10 If you wish to combine a number of discrete packages you must do this within an outer box or packaging fully encompassing each discrete package. If you do not do this and any individual discrete package(s) come apart in transit resulting in one or more of them being lost, then once the remaining parcel(s) are signed for by the recipient, you accept that you cannot make a claim for loss or partial loss of that consignment.

Prohibited Items, Special Provisions Items and No Compensation Items

6.11 Certain other items are carried without compensation cover for damage or loss and at your own risk. A list of these can be found at: www.Parcelinq.co.uk

For the avoidance of doubt, we do not accept liability for any loss, damage to or damage caused by any of the items on these lists, whatsoever and howsoever such loss or damage is caused, whether in contract, breach of statutory duty, tort (including negligence) or otherwise.

Please note that whilst you may be able to take out insurance in respect of any of these items, this does not alter the provisions set out in this clause 6.11 in any way.

Notification of Claims

6.12 We shall not be liable to you under any circumstances for any loss or damage unless you notify us by written notice of the details of the alleged claim to Parcelinq, 12-14 Carsegate Road North, Inverness, IV3 8EA within:

(a) **14 days** of delivery of the Consignment in the case of damage to all or part of a Consignment or loss of part of a Consignment;

(b) and in all other cases (including, but not limited to, loss of the whole of a Consignment) within **28 days** from when the Consignment was collected or received by us.

Refunds

6.13 All requests for refunds must be submitted in writing to Parcelinq, 12-14 Carsegate Road North, Inverness, IV38EA and received by us within 28 days from the date the Service was purchased.

Special Provisions

6.14 (a) We shall not, in any circumstances, be liable to you for any damage caused arising directly or indirectly as a result of any of the Excepted Risks.

(b) If at any time we are prevented or delayed from starting, carrying out or completing any of the Services because of a strike, lock out, labour dispute, weather conditions, traffic congestion, mechanical breakdown or obstruction of any public or private road or highway or any other cause beyond our control, you shall have no claim for damages against us for any loss that you may suffer as a result PROVIDED that, where the delay is caused by the mechanical breakdown of one of our vehicles, we shall use our best endeavours to provide a replacement vehicle with the minimum delay practicable.

(c) We shall not in any circumstances be liable for any late delivery or missed delivery or failure to deliver caused by or contributed to by any deficient or ambiguous labelling of a Consignment and you agree to be responsible for ensuring that such labelling is clear and unambiguous.

Your Default

6.15 If our performance of any of our obligations under this Agreement is prevented or delayed by any act or omission by you or failure by you to perform any relevant obligation ("**Your Default**"):

(a) we shall (without limiting our other rights or remedies) have the right to suspend performance of the Service(s) until you remedy Your Default and, and we shall have the right to rely on Your Default if Your Default prevents or delays our performance of any of our obligations;

(b) we shall not be liable for any costs or losses that you may suffer that arising directly or indirectly from our failure or delay to perform any of our obligations; and

(c) you shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from Your Default.

7. Your Indemnity

7.1 We shall assume, for the purposes of this Agreement, that you are the sole owner of every item dispatched in the Consignment but if any other person makes a claim against us for loss of or damage to any such items beyond our liability to you then you agree that you shall indemnify us against any losses or liabilities that we suffer through that claim (including all legal costs and expenses) and you agree that we shall have no liability to you in these circumstances, regardless of whether such claims exceed any limitations of liability set out in this Agreement.

7.2 You agree to indemnify us against any losses or liabilities that we may suffer through the loss of, or inability to deliver, a Consignment caused by deficient or ambiguous labelling of such Consignment.

7.3 You agree to indemnify us against any losses or liabilities that we may suffer through a breach by you of any of your obligations set out in clause 10.

8. Payment

8.1 If you are a business customer with a business account then:

(a) you shall make payment to us within 7 days of the relevant invoice being issued to you, such invoice to be issued monthly [in arrears];

(b) without limiting any other right or remedy of ours, if you (as a business customer only) fail to make any payment due to us by the due date for payment, we shall have the right to charge interest on the overdue amount at the rate of 8% per annum above the then current Bank of England's base lending rate accruing on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly;

(c) you shall pay all amounts due under this Agreement in full without any deduction or withholding except as required by law and you shall not be entitled to assert any credit, set-off or counterclaim against us in order to justify withholding payment of any such amount in whole or in part. We may, without limiting our other rights or remedies, set off any amount owing to us by you against any amount payable by us to you.

8.2 If you are not a business customer with a business account you shall pay all charges applicable in respect of the Service(s) provided by us in accordance with the payment terms set out in the Service Order.

8.3 Should the provision of any Service(s) mean that we have to deliver a Consignment on a bank or other public holiday we shall be entitled to make a reasonable extra charge for any additional costs incurred by us as a result.

8.4 All charges stated, whether by invoice or in the Service Order, shall be exclusive of any applicable value added tax which shall be added to the total sum payable to be repaid by you.

9. Your Obligations

9.1 You agree to:

- (a) ensure that the information you supply in the Order Schedule is complete and accurate;
- (b) co-operate with us in all matters relating to our provision of the Service(s);
- (c) provide us with access to your premises, office accommodation and other facilities as reasonably required by us if any of these are to be the Collection Point or Delivery Point;
- (d) provide us with such information and materials as we may reasonably require in order to supply the Service(s) and ensure that such information is accurate in all material respects.

9.2 You agree that we shall not be required, and that you shall not cause us, to carry anything if it would be illegal or unlawful for us to do so (either in the UK or any country to which a Consignment is to be delivered). You agree that should you do this, you will indemnify us against any losses and/or damage that we may suffer as a consequence.

9.3 We will not, without specific separate written agreement, carry: livestock; liquids; perishable goods; glass; gasses; pyrotechnics; arms; ammunition; corrosive; toxic; flammable; explosive; oxidising or radioactive materials. In addition, we will not carry any items which are on our prohibited list above.

9.4 We reserve the right to refuse to carry any parcels which are neither the property of, nor sent on behalf of, you.

9.5 You understand that:

- (a) All Consignments shall be accepted at the Delivery Point and that the recipient shall give our driver an appropriate receipt and you agree that this receipt shall be conclusive evidence of delivery of the Consignment by us. This clause 11.5(a) shall not apply where such receipt is obtained as a result of fraud, collusion or dishonesty on the part of our driver.
- (b) If there is a strike by any employees of yours, or the employees of any person receiving delivery, then you agree that our representative shall not be asked to perform any additional duties or any duties of a strike-breaking nature.

10. Miscellaneous

10.1 Unless specifically agreed otherwise, "working days" do not include Saturdays, Sundays or public holidays.

10.2 We will not provide any refund or reduction of charges if we receive less than the number of parcels for which you have contracted.

11. Nature of Agreement

11.1 This Agreement, the Order Schedule, the CMR Regulations and the Montreal Convention (so far as they are applicable) shall constitute the entire contract between us and you and the contract shall not incorporate, or be deemed to incorporate any provisions of any other documents. In addition, this contract and the documents referred to above shall supersede any previous contract, warranty or representation made or given by us relating to the Service(s) set out in the Order Schedule.

12. Variation

12.1 No variation, amendment or cancellation of the terms of this Agreement (other than the Order Schedule) shall be binding upon us unless and until it is confirmed in writing by a director of us and, for the avoidance of any doubt, it is declared that no person other than a director has authority to negotiate or enter into any commitment on behalf of us which would or might (but for this clause) involve us in any legal liability whatsoever.

13. Termination

13.1 This Agreement may be terminated by either party giving to the other one month's written notice of its desire to terminate this Agreement. This Agreement may also be terminated immediately if the other party breaches any of its obligations under this Agreement or (in the case of an individual) becomes bankrupt or (in the case of a company) goes into liquidation other than for the purposes of reconstruction or amalgamation, or has an administrator or receiver appointed over any of its or his property or income or make any deed or arrangements with or for the benefit of his or its creditors.

13.2 On termination of this Agreement for any reason:

(a) you shall immediately pay to us all of our outstanding unpaid invoices and interest and, in respect of Service(s) supplied where the Consignment has been delivered but for which no invoice has been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt;

(b) in respect of a Consignment which has already been paid for and which has been received but not yet delivered, then we shall deliver such Consignment in accordance with the terms of this Agreement;

(c) in respect of a Consignment which has not been paid for but which we have received but not delivered, we shall return the Consignment to you.

(d) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry; and

(e) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

14. Applicable Law

14.1 This agreement and any dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Scotland

14.2 You irrevocably agree, for our sole benefit that, subject as provided below, the courts of Scotland shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual claims). Nothing in this clause shall limit our right to take proceedings against you in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions prevent us from taking proceedings in any other jurisdictions, whether at the same time or not, to the extent permitted by the law of that other jurisdiction.