

- 14.2.1 Where the Warsaw Convention as amended by the Hague Protocol (1955) and/or Montreal Protocol No. 4 (1975), or the Montreal Convention (1999) or the convention on the contract for the International Carriage of Goods by Road 1956 or any national laws implementing or adopting these conventions apply (the "Convention Rules") or where (and to the extent that) other mandatory national law applies, our (including the Carrier's liability (if any)) is governed by and will be limited according to the applicable Convention Rules.
- 14.2.2 Except where Convention Rules or other mandatory national laws dictate otherwise, we will only be liable for our failure or the failure of the Carrier to act with reasonable care and skill in relation to the provision of the Services and our aggregate liability shall be exclusively governed by these terms and conditions and (save in the case of personal injury or death caused by our negligence) limited to proven damages not exceeding the lesser of:
- 14.2.2.1 GBP 50 per Package; or
- 14.2.2.2 8.33 Special Drawing Rights ("SDRs") per kilo of the Package affected; or
- 14.2.2.3 the actual cost incurred by you to acquire or repair the Package, provided that
- 14.2.2.4 in the case of delay where you can show to us you have suffered loss our liability is limited to refunding to you the charge you paid us for carriage in respect of that Package or the part which was delayed; and
- 14.2.2.5 we shall be entitled to require proof of the value and weight of the whole of the Package and any part or parts thereof prior to dealing with any claim; and
- 14.2.2.6 our liability to you shall not exceed the Carrier's liability to us in respect of the Package.
- An SDR is a unit of account adopted by the International Monetary Fund and its current value is regularly published in major financial newspapers. As at the date of publication of these terms 8.33 SDRs was equal to approximately GBP 8.24.
- 14.3 In the event of loss of or damage to part of a Package, the proportion of the sum ascertained in Clause 14.2.2 above which the actual value of that part of the Package lost or damaged bears to the actual value of the whole of the Package.
- 14.4 If you regard these limits as insufficient you must make appropriate insurance arrangements. We are able to offer additional shipment protection (Standard Liability) pursuant to Clause 13 above.
- 15. Exclusions**
- 15.1 To the fullest extent permitted by applicable law and in respect of both Standard Liability and Limited Liability:
- 15.1.1 we will not be liable for any loss of income or revenue, loss of profits or contracts, loss of markets, loss of reputation, loss of customers, loss of use, loss of data, loss of an opportunity or an anticipated saving, waste of management or office time or for any indirect, incidental, special or consequential damages or loss howsoever arising (whether in contract, tort or otherwise and whether or not foreseeable) including but not limited to the loss, damage, delay, misdelivery or non-delivery of your Package even if we had knowledge that such damages or loss might arise;
- 15.1.2 where the lost or damaged Package is part of a pair or set, our liability to you, where it is assessed as the cost of replacement of that Package, is to be assessed as a sum equivalent to the cost of that Package in isolation, not the cost of that Package as part of a pair or set.
- 15.1.3 We are not liable in respect of Standard Liability (unless stated otherwise in this Clause 15.2(a)) or Limited Liability if your Package is lost, damaged, delayed or mis-delivered or not delivered or if we do not fulfil any obligations towards you at all as a result of:
- 15.1.4 circumstances beyond our control (each a "Force Majeure Event") such as (but not limited to):
- 15.1.4.1 (liability is included under Standard Liability) acts of god including earthquakes, cyclones, storms, flooding, fire, disease, fog, snow or frost;
- 15.1.4.2 (liability is included under Standard Liability subject to (ix) below) force majeure including (but not limited to) war, invasion, hostilities (whether or not war is declared), piracy, accidents, acts of public or foreign enemies, strikes, industrial action, embargoes, perils of the air, riot, terrorism, rebellion and/or military coup, local disputes, civil war or civil commotions;
- 15.1.4.3 national or local disruptions in air or ground transportation networks and mechanical problems to modes of transport or machinery;
- 15.1.4.4 latent, pre-existing or inherent defects or inherent vice or characteristics in the Package;
- 15.1.4.5 criminal acts of third parties such as theft and arson;
- 15.1.4.6 you being in breach of (or any other party claiming an interest in the Package causing you to breach) your obligations under these terms and conditions and in particular those warranties, representations and guarantees set out in Clause 12;
- 15.1.4.7 your acts or omissions or the acts or omissions of a third party;
- 15.1.4.8 an act or omission of any customs, airline, airport or government official; or
- 15.1.4.9 chemical, biological, bio-chemical, electromagnetic weapons and cyber attack.
- 15.1.5 electrical or magnetic damage to, or erasure of, electronic or photographic images, data or recordings;
- 15.1.6 the Package consisting of any article that is a Prohibited Item or a Restricted Item even though we or the Carrier may have accepted the Package.
- 15.2 Our performance under the Contract is deemed to be suspended for the period that a Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event, but if the Force Majeure Event continues for 7 days or more we may terminate the Contract without liability to you.
- 15.3 We shall not be liable for any damage to or loss of any packaging.
- 15.4 If you (or any person from whom you derive your right to claim) has caused or contributed to any loss, damage or delay to a Package, any liability we may incur in respect thereof (limited as set out in these terms and conditions) may be reduced or extinguished in accordance with the law applicable to such contributory negligence.
- 15.5 Claims are limited to one claim per Package, settlement of which will be full and final settlement for all loss or damage in connection therewith.
- 15.6 Our liability will cease upon delivery of the Package in accordance with Clause 6.
- 16. Price and Payment**
- 16.1 Unless and to the extent that your payment has been processed during your ordering of the Services through our Website, you agree to pay our charges for the provision of the Services in respect of your Package as stated at the time of your ordering the Services through our Website, in addition to any "Additional Charges" which are:
- 16.1.1 any administration fee we may charge you or which the Carrier may charge us or you for providing the Services described in Clause 9;
- 16.1.2 any applicable taxes, value added tax and Customs Charges, taxes, penalties, storage charges or other expenses we incur as a result of the actions of customs or other governmental authorities or your failure and/or the addressee's failure to provide proper documentation and/or to obtain the required licence or permit;
- 16.1.3 any additional charges levied by the Carrier in relation to the Package or the provision of the Services, for example, due to provision of Services on or over public or bank holidays, increased fuel charges and the like; and
- 16.1.4 any additional charges for which you are responsible under these terms and conditions in connection with the provision of the Services.
- 16.2 You must pay our charges and all other amounts due to us (including, but not limited to, any Additional Charges) immediately in cleared funds within 5 days of the date of our invoice in respect thereof. A late payment fee and interest (whether before or after judgment) will be levied where payment in respect of any invoice is not received within this period as follows:
- 16.2.1 up to GBP40 as a late payment fee PLUS
- 16.2.2 interest from the invoice date at the rate of 6% above the European Central Bank base rate, or if stated the rate stated on our invoice.
- 16.3 Unless proved otherwise, an invoice shall be considered for this purpose to have been received three business days following the date of invoice.
- 16.4 You agree to pay our reasonable and proper costs of collection of amounts due from you but not paid within 5 days after the invoice date.
- 16.5 Invoices must be paid in the currency stated in the invoice.
- 16.6 Our charges (other than the Additional Charges unless specifically stated) are based on the actual weight of your Package or the volumetric weight of your Package, whichever is the greater. We or the Carrier may check the weight and/or volume of your Package and if a discrepancy is found between your declared weight and/or volume you agree that the weight and/or volume so determined may be used for the purpose of our calculation of our charges. As a matter of course all import duties, value added taxes on goods and all other charges levied on the Package in the destination country shall be payable by you and payment shall be sought by us via the method of payment utilised by you in order the Services and you agree to pay us these amounts in full on demand.
- 16.7 The charges for the provision of the Services in respect of your Package as stated at the time of your ordering the Services through our Website include provision for simple customs clearance formalities and we reserve the right to charge an extra administration fee where time-consuming excessive customs clearance work is needed to enable us to deliver your Package to the addressee. Further charges (which shall also be "Additional Charges") may be applied in some countries for complex customs clearance activities and these include but are not limited to Packages that require:
- 16.7.1 formal customs entries involving more than three different commodities;
- 16.7.2 customs bonds or the need to deliver goods under a customs bond;
- 16.7.3 temporary import facilities; and/or
- 16.7.4 clearances involving a government department other than the customs authority.
- 16.8 We or the Carrier may in some countries make advance payments of import duty, taxes or penalties or have to post bond on behalf of the addressee and where this additional service is provided a local administration fee will be charged to the addressee and you will be liable to pay this charge (which shall also be "Additional Charges") to us on demand and we shall be entitled to seek payment from you as aforesaid if he or she does not pay us.
- 16.9 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Confirmation.
- 16.10 In the event that we become aware that a Package exceeds the maximum permissible value under these terms and conditions, then, in addition to the otherwise applicable rates and charges and any other remedies under these terms and conditions, an additional carriage charge equivalent to 5% of the value of the Package in excess of that maximum permissible value is applicable (which shall also be an "Additional Charge").
- 16.11 Upon our first request you will provide a proper guarantee for any of the duties, taxes, penalties, storage charges or any other expenses set out in this Clause in such form and from such person as we shall reasonably require.
- 17. Claims Procedure – Prescription**
- If you wish to claim for a lost, damaged or delayed Package you must comply with any applicable convention or if none applies you must comply with the following procedure otherwise we reserve the right to reject your claim:
- 17.1 You must notify us about:
- 17.1.1 loss: as soon as such loss is discovered (or with reasonable diligence ought to have been discovered) and in any event within the earlier of 5 days of the date the Package should have been delivered or within 21 days of the Package being collected by the Carrier, whichever is the sooner;
- 17.1.2 damage: as soon as such damage is discovered (or with reasonable diligence ought to have been discovered) and in any event within 5 days after delivery of the Package; or
- 17.1.3 delay within the earlier of (i) 7 days after delivery of the Package or (ii) within 7 days of the date the Package should have been delivered or (iii) within 21 days of the Package being placed at the disposal of the addressee.
- 17.2 If we send you a claim form you must return it within 14 days from the date of issue fully completed together with all relevant documentation in support of your claim. We are not obliged to act on any claim until our charges in respect of the Package in question (including any Additional Charges) have been paid nor are you entitled to deduct the amount of your claim from our charges.
- 17.3 We will assume the Package was delivered in good condition unless the addressee (or recipient pursuant to Clause 6) has noted any damage on the Carrier's delivery record when he or she accepted the Package.
- 17.4 Your right to claim damages against us shall be extinguished unless an action is brought in a court of law within 6 months from the date of delivery of the Package or from the date on which the Package should have been delivered or from the date on which the carriage stopped.
- 17.5 You must give us and the Carrier the opportunity to examine the damage to and the packaging of the Package prior to repair.
- 17.6 The Package shall not be deemed to be lost until at least 30 days has elapsed since the date you notified us of the non-delivery. We may agree with you in writing to shorten this period.
- 17.7 We and the Carrier may destroy the original documentation relating to your Package after 6 months from the date of your ordering the Services in respect of that Package and you shall not hold this absence against us or the Carrier.
- 18. Written Communications**
- Applicable laws require that some of the information or communications we send to you should be in writing. When using our Website, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our Website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.
- 19. Notices**
- All notices given by you to us must be given to us by registered post at 4 Hannah Close, Great Central Way, London NW10 0UX. We may give notice to you at either the e-mail or postal address you provide to us when placing an order. Our notice will be deemed received by you and properly served immediately when posted on our Website, 24 hours after an e-mail is sent, or two days after the date of posting of any letter. In our proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.
- 20. Transfer of Rights and Obligations**
- 20.1 The Contract between you and us is binding on you and us and on our respective successors and assigns.
- 20.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.
- 20.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract without notice to you.
- 21. Lien**
- We have a general lien on all your Packages in our possession at any one time that gives us the right to hold any Package until payment is received, sell any Package and retain the proceeds of sale in settlement of any amounts that you may owe us or the Carrier howsoever arising. Any unpaid balance will remain payable. In selling any Package we shall not be obliged to investigate the Package or attempt to obtain the best price possible for the Package, and the Package will be sent for general auction on this basis.
- 22. Waiver**
- 22.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
- 22.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.
- 22.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with Clause 18 above.
- 23. Severability**
- If any of these terms and conditions or any provisions of the Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.
- 24. Entire Agreement**
- 24.1 Subject to Clause 24.4, these terms and conditions and any document or page on our Website expressly referred to in them, plus the Convention Rules represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.
- 24.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.
- 24.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.
- 24.4 No variation to the entire agreement shall be valid unless made in writing and signed by our authorised representative.
- 25. Our Right to Vary These Terms and Conditions**
- 25.1 We have the right to revise and amend these terms and conditions and any document or page on our Website expressly referred to in them from time to time including, without limitation, to reflect changes in market conditions affecting our business, which may include, but shall not be limited to, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities, increased fuel costs and congestion charges and changes in the terms and conditions of any Carrier.
- 25.2 You will be subject to the policies and terms and conditions in force at the time that you order the relevant Services from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions).
- 26. Your indemnity in respect of employees**
- You agree to indemnify us against and keep us harmless from all costs, claims, liabilities and demands of any nature arising directly or indirectly from the redundancy selective re-employment or transfer of any employee or former employee of yours or of any supplier or former supplier to you or of any third party which may in any way arise from the commercial relationship between us and you including but not limited to any liability arising under the European Community Acquired Rights Directive (77/187/EEC, as amended by Directive 2001/23/EC) or national implementing legislation thereof or under any other applicable employment legislation.
- 27. Links on our Website**
- We may provide links on our Website to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking or warranty in relation to products or services you purchase from companies to whose website we have provided a link on our Website and any such undertakings and warranties are disclaimed by us absolutely. This disclaimer does not affect your statutory rights against the third party seller.
- 28. Law and Jurisdiction**
- Contracts for the purchase of Services through our Website and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.