

TERMS AND CONDITIONS

DOMESTIC PARCEL
DHL PARCEL UK LIMITED



Domestic Parcel Terms and Conditions - DHL Parcel UK Limited

1. Scope

- 1.1. DHL PARCEL services are subject to different specific terms and conditions which reflect the particular nature of those services ("Specific Conditions"). These Domestic Parcel Conditions apply to DHL PARCEL domestic parcel services only, and are designed to be read in conjunction with the DHL Parcel Europe General Terms and Conditions of Carriage (the "General Conditions") and where applicable, any additional terms set out in a rate agreement or bespoke agreement (the "Customer Contract").
- 1.2. These Specific Conditions, the Customer Contract and the General Conditions form the entire agreement between you, as the "Sender" and DHL PARCEL. The Sender. No other terms and conditions of the Sender shall apply to the Services.
- 1.3. For the avoidance of doubt, the Sender agrees that any instructions it may give with respect to the collection or delivery of Shipments from time to time in the course of using DHL PARCEL services shall not constitute legally binding contractual terms and each party acknowledges that it has not relied on any representation, whether oral or in writing save as expressly incorporated herein, or in the General Conditions, or Customer Contract.
- 1.4. In the event of any conflict between the terms set out herein, the Customer Contract, and the General Conditions, the order of precedence with respect to the interpretation shall be the Customer Contract, whose terms shall prevail over any provisions herein or in the General Conditions, followed by the relevant Specific Conditions, and for any remaining matters not addressed by the foregoing documents, the General Conditions.

2. Defined Terms

In these Specific Conditions, the following words shall have the following meanings unless the context requires otherwise. Defined meanings that are not set out as follows shall take the meaning ascribed to them in the General Conditions or Customer Contract as appropriate:

Address Label	means an address label produced by DHL PARCEL software or otherwise is in a format approved by DHL PARCEL, whose purpose is to be affixed prominently and securely on the relevant parcel so that it can be read and scanned by DHL PARCEL;
Agreed Collection Window	means the period of time as stated by the Sender at the time a Shipment Note is raised in which the Shipment may be collected;
Breakable Goods	means goods or items which by their nature or design are delicate, fragile or may otherwise be susceptible to damage travelling through a loose load network where parcels may be shunted, shaken, stacked, or collide with one another even if reasonable precautions are taken with respect to the packaging of such goods or items;
British Forces Post Office / BFPO	means the British Forces Post Office;
Claims Process	means the procedure that amended from time to time and is published on DHL PARCEL's website which the Sender agrees to follow in the event of loss of damage to a Shipment;
Collection Location	means the address of the Sender's property from which Shipments are to be collected;
Customer Contract	means a rate agreement or bespoke agreement between the Sender and DHL PARCEL setting out amongst other things, the services that the Sender has subscribed to, the charges for such services and any additional parameters and surcharges with respect to such services;
Dangerous Goods	means any items that are classified as dangerous under the United Nations Recommendations on the Transport of Dangerous Goods ("UNRTDG"), the European Agreement Concerning the International Carriage of Dangerous Goods by Road ("ADR"), 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 that DHL PARCEL considers as dangerous to transport;
Delivery Address	means the address of the Recipient to which the Shipment is to be delivered;
DHL PARCEL	means DHL Parcel UK Limited, whose company number is 00965783 and whose registered office address is at 120 Buckingham Avenue, Slough, Berkshire SL1 1LZ;
DHL PARCEL Network	means the logistics transport system operated by DHL PARCEL consisting of vehicles, personnel, machinery and locations;
ETA	means estimated time of arrival, a non-binding indication communicated to the Recipient of the likely period of time in which a Shipment may be delivered;
Extended Liability	means the option (at the Sender's cost) to extend and change DHL PARCEL's liability by calculating such liability with reference to the Value of the Shipment, as opposed to the weight of the Shipment;

Late Delivery Scale	means the scale published (and amended from time to time) by DHL PARCEL on its website setting out how charges will be refunded in the event of delay in the delivery of a Shipment;
Material Breach	means a breach by the Sender of any provision in these Specific Conditions, the General Conditions and where relevant, the Customer Contract that entitles DHL PARCEL to terminate the Customer Contract or close the Sender's account, and which is either explicitly stated or is in DHL Parcel's reasonable opinion to be a Material Breach;
Neighbour	means any address immediately next to or opposite the Delivery Address, or alternatively a nearby address within a reasonably immediate vicinity;
NTC	means nothing to collect, a surcharge that may be levied by DHL PARCEL where the Sender fails to ensure that a Shipment is ready for collection in the stated Agreed Collection Window;
Out of Gauge	means where the dimensions and/or weight of a parcel exceeds the parameters of our automated sortation machines such that it is not possible to automatically process such parcels through DHL PARCEL's automated sortation machines;
Peak Period	means a period of high demand on DHL PARCEL's network requiring active management in order to maintain service performance levels including but not limited to traditional holiday periods such as Christmas;
Peak Management Plan	means the plan agreed between DHL PARCEL and the Sender with respect to the volume of, collection, and delivery of Shipments during a Peak Period;
Perishable Goods	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 is fresh food produce such as fish, meat, cakes, and vegetables;
Prohibited Goods	means any items which DHL PARCEL 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 Shipment travels or which DHL PARCEL has otherwise designated as items that DHL PARCEL does not wish to carry. Items include without limitation, illicit substances, drugs, medicines, radioactive material, firearms (even replicas, blank firing, imitations), explosives, munitions (even dummies, or otherwise deactivated), flora, animals, animal parts, livestock, insects, tobacco or tobacco products;
Proof of Delivery or POD	means where selected, a signature from the person accepting delivery of the Shipment of the Delivery Address. Where a POD is not selected, the Sender agrees that DHL PARCEL's records will constitute conclusive proof of delivery unless clear and incontrovertible documentary or tangible evidence exists to prove otherwise;
Restricted Goods	means items that are, or contain: liquids (other than printer cartridges and refills); foods (other than cereal and dried foods); alcohol; alcoholic beverages; drugs; medicines; plants; vegetation; flora; and such other items that DHL PARCEL may designate as being Restricted Goods from time to time;
Royal Mail	means Royal Mail Group plc, its successors and assigns;
Services	means the services (which, in the context of these Specific Conditions, relate to domestic parcel services) offered by DHL PARCEL with respect to the collection and delivery of Shipments and the facilitation thereof;
Service Option	means the selectable options which may apply to Services including without limitation specifying where and by when the Services are performed;
ServicePoint	means an independent authorised agent of DHL PARCEL Limited that receives Shipments and makes them available for collection by the recipient or their authorised representatives, or alternatively for collection by DHL PARCEL;
Shipment	means a parcel or parcels to be collected and/or delivered under the same Shipment Number;
Shipment Note	means a request to collect and deliver that is submitted to DHL PARCEL, whether through electronic or such other means as may be specified by DHL PARCEL from time to time;

Shipment Number	means the unique number assigned by DHL PARCEL to identify a Shipment;
Specific Conditions	means the written terms and conditions (as amended from time to time by DHL PARCEL) that apply to the particular Services offered by DHL PARCEL and which are to be read in conjunction with these General Conditions and the Customer Contract;
Standard Liability	means the default liability of DHL PARCEL included in the charges whereby compensation is calculated with reference to the weight of the Shipment at a rate of £10.00 per kilogram up to a maximum of 1,000 kilograms;
TPC	means third party collection, a particular Service Option where DHL PARCEL collects a Shipment from a location not belonging to the Sender;
TPCF	means "Third Party Carry Forward", a particular Service Option where DHL PARCEL collects a Shipment from a location that is not the Sender's, and delivers the same to a Delivery Address of a property that is not the Sender's;
Website	means DHL PARCEL's website at dhlparcel.co.uk ;
Working Day	means any day that is not a Saturday, Sunday, or public bank holiday in the United Kingdom;
Valuable Goods	means any items that are irreplaceable or not easily replaced, or have sentimental value, or which could easily be used by persons other than the Sender or the intended recipient. Examples include without limitation: 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);
Value	means either the cost value of the item at which it was originally purchased or manufactured (as applicable), or the open market value (on a like for like basis, not new for old) of the item, whichever is the lowest.

3. The Services

Service Options

- 3.1. DHL PARCEL offers a number of Service Options that are available for the Sender to select with respect to a Shipment it wishes to send. These are set out more fully in the Customer Contract.
- 3.2. Not all Service Options are available to all geographical areas. For example, Next Day services may not be available in areas that are deeply rural. The Sender shall ensure that the selected Service Option is appropriate to the Delivery Address that it wishes to send the Shipment to.
- ETAs and Timescales for DHL PARCEL Services
- 3.3. ETAs may be available for some Service Options depending on the geographical area in which the Delivery Address for the Shipment is located. The Sender accepts that ETAs do not represent a binding commitment on DHL PARCEL to deliver the Shipment within the period stated and are intended only as an indication of the likely period in which the Shipment may be delivered. It is the Sender's responsibility to ensure that the recipient of the Shipment understands this Specific Condition 3.3. The Sender shall indemnify and hold DHL PARCEL harmless against any third party claims arising from the Sender's failure to comply with this Specific Condition 3.3.
- 3.4. Any timescales given by Service Options (e.g. Next Day before noon) are indicative only. A failure to deliver Shipments within the indicative timescale shall not be deemed to be a breach of contract but will, subject to any provisions in the Customer Contract, entitle the Sender to elect to either receive a refund calculated in reference to the Late Delivery Scale, or to upgrade the selected Service Option to the next quickest available Service Option at DHL PARCEL's cost. The Sender agrees that a refund or upgrade shall be its sole remedies with respect to any failure by DHL PARCEL to deliver a Shipment within the indicative timescales given by the selected Service Option.
- Peak Periods
- 3.5. The Sender acknowledges and agrees that:
- 3.5.1. there are periods in which demand for DHL PARCEL Services is extremely high, requiring active management of the DHL PARCEL network to maintain its services, and that this is a natural consequence of DHL PARCEL's operating model which is based on a shared network (a "Peak Period");
- 3.5.2. DHL PARCEL shall use its reasonable endeavours to give advance notice of a Peak Period. The Sender acknowledges that such advance notice is not always practicable;
- 3.5.3. the Sender and DHL PARCEL may need to agree on certain actions to mitigate the effect of high demand on DHL Parcel UK's network during a Peak Period, including without limitation agreeing to limit the volumes of Shipments that the Sender will send in a Peak Period, and specifying alternate collection arrangements (a "Peak Management Plan");
- 3.5.4. in the event that a Peak Management Plan is not agreed within a reasonable time prior to the start of a Peak Period, DHL PARCEL may, in its sole discretion, formulate and implement a Peak Management Plan in relation to the provision of the Services. The Sender may not dispute such Peak Management Plan on the basis that it had the opportunity to agree it with DHL PARCEL pursuant to Specific Condition 3.5.3;

- 3.5.5. any Shipment sent by the Sender in a Peak Period, may be subject to delays (whether in the collection, processing, or delivery thereof); and
- 3.5.6. during a Peak Period, DHL PARCEL's obligation, notwithstanding the selected Service Option, is to collect and deliver such Shipments within a reasonable timeframe as close to the originally selected Service Option as reasonably possible.
- 4. Sender's Obligations**
- Contents of Shipments
- 4.1. The Sender shall ensure that Shipments:
- 4.1.1. are not deemed Unacceptable Shipments under the General Conditions;
- 4.1.2. do not contain items that are Prohibited Goods, Restricted Goods, or Dangerous Goods;
- 4.1.3. where the Sender wishes to send Restricted Goods or items outside of the scope of the Customer Contract, only contain such items that DHL PARCEL has agreed in writing to carry. By way of example, if the Customer Contract has stated that the nature of Shipments to be carried are clothes, Shipments that contain electronic equipment shall be deemed to be out of scope unless DHL PARCEL has expressly agreed in writing that it is willing to carry such items;
- 4.1.4. do not contain any item which is illegal in nature or the transport of which is unlawful; and
- 4.1.5. do not contain any item that in DHL PARCEL's reasonable opinion would render the Shipment unsafe to handle.
- 4.2. DHL Parcel has no obligation to check if the Sender has complied with its obligations in Specific Condition 4.1. Collection and/or delivery of Shipments that breach Specific Condition 4.1 shall not constitute acceptance by DHL Parcel of such Shipments for carriage. DHL Parcel may at any time refuse carriage of such Shipments.
- Packaging of Shipments
- 4.3. The Sender acknowledges and accepts that the purpose of packaging with respect to Shipments is to protect its contents from any damage that might occur during transit. DHL PARCEL operates a loose load network where Shipments may be sorted automatically and Shipments may experience collisions, compression, and drops as it travels through the DHL Parcel Network. Accordingly, the Sender shall ensure that the packaging that it uses for Shipments is at all times:
- 4.3.1. of sufficient quality to protect its contents in transit. For the avoidance of doubt, reusing of original packaging or old packaging may not be deemed to be sufficient packaging as the structural integrity of such packaging may be compromised by age or previous use; and
- 4.3.2. sufficient to prevent the movement of the contents of Shipments during transit.
- 4.4. The Sender shall ensure that Shipments are properly labelled with correct Address Labels and that they are securely and prominently affixed in a manner that allows DHL PARCELS to scan the Address Labels.
- 4.5. The Sender shall ensure that Shipments comply with any weight and dimension requirements set out in the Customer Contract.
- 4.6. DHL PARCEL reserves the right to inspect and open any Shipment where it has reasonable suspicion that the Shipment is in breach of any of the provisions set out in this Specific Condition 4, or where the Shipment is an Unidentified Shipment, or upon grounds relating to safety, security or other regulatory reasons. Any inspection by DHL PARCEL shall not release the Sender from its obligations. If a Shipment is deemed to be an Unacceptable Shipment or otherwise in breach of this Specific Condition 4, DHL Parcel may: i) refuse the Shipment without giving reasons, ii) return the Shipment at the Sender's cost or keep the Shipment for collection by the Sender; or iii) accept and convey the Shipment, taking such action as it deems appropriate in its sole discretion to render such Shipment suitable for transit without notifying the Sender and subsequently levy an appropriate additional charge for any necessary special handling or other action.
- 5. Collection and Delivery**
- 5.1. Time is not of the essence with respect to DHL PARCEL's performance of the Services. However, DHL PARCEL shall use its reasonable endeavours to collect or deliver within the timeframes indicated by it to the Sender.
- 5.2. DHL PARCEL shall collect the Shipment from the Collection Location. If the Sender specifies an address that is not the Collection Location in the Shipment Note, this will be treated as a Third Party Carry Forward, unless the Delivery Address is the Collection Location, in which case it will be treated as a Third Party Collection.
- 5.3. Collection is completed from the point that such Shipment has been scanned into the DHL PARCEL Network, subsequent to which Shipments shall be transported within the DHL PARCEL Network for delivery to the delivery address set out in the Address Label.
- 5.4. Where a selected Service Option includes a time by which Shipment is to be delivered, DHL PARCEL shall use its reasonable endeavours to deliver such Shipment by the time selected, otherwise, DHL PARCEL shall use its reasonable endeavours to deliver the Shipment by the end of the due delivery date indicated by the relevant selected Service Option. If a Shipment is delivered late, DHL PARCEL's liability shall be as set out in Specific Condition 7.10.
- 5.5. Where relevant and applicable, DHL PARCEL may inform the recipient of an estimated time by which the Shipment will be delivered (an "ETA"). The Sender accepts that ETAs do not constitute a firm commitment or legal obligation to deliver by a certain time as ETAs are by their nature, estimations, and the Sender agrees to ensure that the recipient of the Shipment accepts this.
- Delivery Addresses
- 5.6. The Sender acknowledges that DHL PARCEL offers a range of delivery options as set out below table:

Delivery Option	Description
Default (YYV)	DHL PARCEL shall deliver to the specified Delivery Address, but if there is no-one to receive the Shipment, DHL PARCEL may at its discretion either deliver the Shipment to a Neighbour, deliver the Shipment to a ServicePoint, re-deliver in accordance with Specific Condition 5.11 (or the Customer Contract if applicable), or otherwise hold pending further instructions from the Sender or the recipient with respect to its re-delivery, return, or collection. The Sender acknowledges that this is DHL PARCEL's default delivery mode, and it is the Sender's responsibility to choose the specific and appropriate delivery option it wishes the Shipment to be delivered at the time of raising the Shipment Note.
Delivery Address only (NYN)	DHL PARCEL shall deliver to the specified Delivery Address only but if there is no-one present to receive the Shipment, DHL PARCEL shall re-deliver in accordance with Specific Condition 5.11. If it is not possible to complete delivery for any reason (e.g. no one to receive the Shipment), DHL PARCEL shall either deliver the Shipment to a nearby ServicePoint, or otherwise hold pending further instructions from the Sender or the recipient with respect to its re-delivery, return, or collection.
Leave Safe	DHL PARCEL shall deliver to the specified Delivery Address only but it is not required to obtain a POD from any person present at the Delivery Address. Instead DHL PARCEL may leave the Shipment in a location on the Delivery Address or it may (but is not obliged to) deliver the Shipment into a ServicePoint, re-deliver in accordance with Specific Condition 5.11, or otherwise hold pending further instruction from the Sender or the recipient. For the avoidance of doubt, the word "safe" in this context means that DHL PARCEL is not obliged to, but may at its discretion take into consideration, placing the Shipment in a location at the Delivery Address that is not obviously visible from public place.
Alternative Address	DHL shall deliver the Shipment to an address either specified by the Sender subsequent to the raising of the Shipment Note, or by the recipient. The Sender acknowledges that the ability for recipients to specify alternative delivery addresses (including ServicePoints) is enabled by default. Should the Sender wish to deny recipients the ability to specify alternative delivery addresses, it shall contact DHL Parcel for this option to be removed from the Sender's account(s).
Service-Point	DHL PARCEL shall deliver the Shipment to a location near to the Delivery Address from which the recipient may collect the Shipment (the "ServicePoint"). ServicePoint locations may include without limitation, lockers, shops, or other similar type of commercial enterprises which may be owned or operated by third parties or DHL PARCEL.

- 5.7. The Sender agrees and accepts that irrespective of the delivery option selected, DHL PARCEL's obligation is to deliver to an address (or ServicePoint) and not to the named recipient or any other person. The Sender agrees that it shall communicate to the recipient prior to sending the Shipment that DHL PARCEL is not obliged to deliver the Shipment over the threshold of any property at the Delivery Address (unless the Shipment is delivered into a ServicePoint) nor is DHL PARCEL obliged to assist the recipient in any way as to moving the Shipment into their property. Any assistance DHL PARCEL gives is at its sole discretion and at the risk of the Sender or the recipient. Accordingly, the Sender shall indemnify DHL PARCEL in respect of any liability which arises or losses it suffers as a result of the Sender's failure to comply with this Specific Condition 5.7.
- 5.8. Where the Delivery Address is in a property under multiple occupation, including without limitation, apartment blocks, flats, or offices and business premises for which there is a central area for the delivery of post or parcels, DHL PARCEL may deliver the Shipment to that area (or in the case of business premises, to any area as directed by the staff at such premises) instead.
- 5.9. Where a signature only Service Option is selected, DHL PARCEL will deliver the Shipment on a NYN basis, and only if there is a person at the address to receive delivery. The Sender accepts and agrees to communicate to the recipient prior to sending the Shipment through us that:
- 5.9.1. DHL PARCEL is not obliged to check the identity, age, or suitability of any person at the address nor confirm their authority to receive the Shipment. The purpose of obtaining a signature is solely to establish that the Shipment was delivered and the person receiving it has confirmed he/she has received it in good order. Accordingly, DHL PARCEL shall not be liable to the Sender or any third party for any misrepresentation by any person who has misrepresented to DHL PARCEL their authority to accept delivery of a Shipment; and
- 5.9.2. it is the Sender's responsibility to ensure that the recipient understands the conditions of delivery set out in these Specific Conditions.
- 5.10. The Sender acknowledges and accepts that signature non-mandatory Delivery Options (e.g. YYV and Leave Safe) are not appropriate where Shipments contain items that are valuable or could be stolen or damaged by exposure to the elements. Accordingly the Sender agrees that where it selects a signature non-mandatory Delivery Option, it does so at entirely its own risk and shall indemnify DHL PARCEL against any liability arising or losses suffered arising from third party claims relating to the delivery of the Shipment.
- 5.11. The Sender acknowledges and accepts that the Charges the Sender pays in respect of each Shipment covers its collection, processing, and one attempt at delivery, at which point DHL's obligation to deliver is discharged and delivery is deemed to be completed. The Sender also accepts and consents that in

- the event that the attempt to deliver is unsuccessful due to circumstances not within the control of DHL PARCEL (including without limitation, where there is no-one present to receive the Shipment, or the recipient has refused to accept delivery for whatever reason), DHL PARCEL shall, in the absence of instructions to the contrary, automatically and at the Sender's cost make one further attempt to deliver (a "re-delivery"). If the re-delivery is also unsuccessful, the Shipment will be retained by DHL PARCEL for a period as set out in DHL PARCEL's standard operating procedures and policies then in effect pending the Sender's instructions for further delivery or return or until the expiry of such period, at which point the Shipment shall be deemed to be an Unclaimed Shipment. It is the Sender's responsibility to give DHL PARCEL further instructions promptly. Unless otherwise stated in the Customer Contract, DHL PARCEL shall charge the Sender in accordance with its prevailing rates for all re-delivery attempts and for returning the Shipment.
- 5.12. Alternatively, the recipient may collect the Shipment from DHL PARCEL, provided that the recipient complies with DHL PARCEL's requirements in relation to proofs of identity and residence.
- Proof of Delivery
- 5.13. DHL PARCEL's records shall be definitive evidence of delivery of the Sender's Shipment. Where a signature mandatory service is selected, DHL PARCEL will use its reasonable endeavours to provide a copy of the POD, which will be treated as supplementary evidence to DHL PARCEL's records.
- Unidentifiable or Unclaimed Shipments
- 5.14. The Sender acknowledges and accepts that DHL PARCEL cannot be expected to store all unidentifiable or unclaimed Shipments indefinitely. Accordingly, DHL PARCEL may sell, destroy or otherwise dispose of such Shipments provided that before doing so:
- 5.14.1. in the case of unidentified Shipments, DHL PARCEL has used its reasonable endeavours for a period of 6 weeks from the date that a Shipment is deemed to be unidentifiable to ascertain the identity of the sender or the recipient of such Shipment; or
- 5.14.2. where a Shipment is unclaimed or where the sender is identifiable, DHL PARCEL has given 6 weeks' written notice to the sender of its intention to sell, destroy or otherwise dispose of the Shipment if it is not collected before the expiry of such notice.
- 5.15. DHL PARCEL shall not be obliged to seek the best price possible or market value in respect of any unclaimed or unidentifiable Shipment it elects to sell.
- 5.16. In relation to unidentifiable Shipments that have been sold in accordance with these Specific Conditions 5.14 to 5.16 that are subsequently identified within 6 years of the date of sale as belonging to the Sender, DHL PARCEL shall remit to the Sender the proceeds of the sale minus DHL PARCEL's reasonable expenses incurred in storing and selling of the Shipment. Save as provided in the foregoing, DHL PARCEL shall not be liable to the Sender in any other respect relating to such Shipment.
- 6. Charges**
- 6.1. Unless otherwise stated in the Customer Contract:
- 6.1.1. the Charges are calculated on whichever is the greater of the Shipment's:
- 6.1.1.1. actual (dead) weight;
- 6.1.1.2. volumetric weight; or
- 6.1.1.3. declared weight,
- 6.1.2. DHL PARCEL may vary the Charges on 14 calendar days' prior notice, at which point if the Sender continues to use DHL PARCEL's Services, such use will constitute acceptance of the amended Charges;
- 6.1.3. the Sender shall pay invoices within 14 calendar days of the date of such invoice or such other period as may be agreed in writing and signed by the Sender and DHL PARCEL; and
- 6.1.4. where the Sender has elected to pay by direct debit, cancelling or failing to pay a direct debit shall entitle DHL PARCEL to suspend the Services. Any agreed credit or payment terms shall automatically terminate and the standard payment terms set out in Specific Condition 6.1.3 will apply.
- 6.2. The Charges are exclusive of VAT, which if chargeable will be payable by the Sender at the prevailing rate then in effect at the relevant tax point;
- 6.3. The Charges do not include any tax, duty, storage charges, or other charges or expenses which may be levied on the Shipment. The Sender agrees that it is its responsibility to ensure that any such tax or other charges are fully paid.
- 6.4. Without prejudice to any of DHL PARCEL's rights, if the Sender fails to pay any sum payable to DHL PARCEL by its due date DHL PARCEL may:
- 6.4.1. suspend provision of the Services;
- 6.4.2. set off any amount (irrespective of whether they have been invoiced or payable) DHL PARCEL may owe the Sender against any sums the Sender owes to DHL PARCEL;
- 6.4.3. charge interest on all such outstanding sums at an annual rate of 8% over the Bank of England base rate in effect on the due date; and
- 6.4.4. recover any costs and expenses, including legal expenses, incurred in collecting such outstanding sums on an indemnity basis;
- 6.5. DHL PARCEL Services are provided on a "pay first, dispute later" basis. The Sender agrees that it will pay DHL PARCEL's invoices as they fall due without set off or withholding, even if it disputes such invoices. If the Sender withholds any sums, it shall be in (unless in compliance with a legal requirement) breach of this Specific Condition 6.5 in which event, the Sender agrees that DHL PARCEL may recover such sums from it and the Sender shall reimburse DHL PARCEL in full on an indemnity basis, DHL PARCEL's costs in taking such recovery action.
- 6.6. If the Sender wishes to query or dispute an invoice, it must raise that with DHL PARCEL in writing within 20 days of the date of the invoice as the sooner DHL PARCEL receives a query or dispute, the easier it is for DHL PARCEL investigate and resolve it. If a query or dispute is not received within the time period set out in this Condition 6.6, the invoice will be deemed as undisputed and Sender agrees to waive any right to query or dispute such invoice at a later date.
- 7. Liability**
- In the event that a Shipment is lost, damaged or delayed by DHL PARCEL, the following provisions shall apply, unless stated otherwise in the Customer Contract.
- 7.1. For the avoidance of doubt, the liability provisions set out in the General Conditions shall not apply to DHL PARCEL Services that are subject to these Specific Conditions.

- 7.2. DHL PARCEL shall not be liable to the Customer or any third party in respect of any loss, damage or delay that results from or is connected with any:
- 7.2.1. negligent act or omission by the Sender;
- 7.2.2. misstatement or misrepresentation by the Sender;
- 7.2.3. failure of the Sender to comply with these Specific Conditions, the General Conditions, or the Customer Contract;
- 7.2.4. fraud or dishonesty on the part of the Sender, recipient, or any person authorised (or claiming to be so) to make available or receive the Shipment on the Sender or recipient's behalf; or
- 7.2.5. circumstances outside of DHL PARCEL's reasonable control, including without limitation: acts of God, acts of government or other authorities, war, riot, civil disturbance, malicious damage to property, blockades, industrial action (not involving DHL employees), compliance with law, order, rule, regulation or direction, seizure under legal process, national emergency, fire, flood, tempest, storm or other weather conditions making provision of the Services impracticable, accident, breakdown of plant and machinery (excepting where such breakdown results from a failure to ensure proper maintenance), or default of suppliers (including without limitation fuel) or sub-contractors.
- 7.3. Neither party shall be liable to the other in respect of any economic loss, including loss of profits, business, revenue resulting from loss of use, sale, market, goodwill, data, costs of providing any alternative means of transport, whether directly or indirectly caused by or connected to a breach of these Specific Conditions, General Conditions, Customer Contract, or some other failure to perform the Services.
- 7.4. Where the Sender is a carrier or otherwise resells DHL PARCEL Services to its own customers, The Sender agrees to waive its rights in respect of any loss or damage to a Shipment. The Sender shall be responsible for resolving any claim by its own customer in respect of such Shipment and indemnify DHL PARCEL in respect of any losses or liability arising from claims by such customers against DHL PARCEL.
- 7.5. Nothing in this Agreement limits either party's liability in respect of personal injury, fraud, fraudulent misrepresentation or otherwise where it is unlawful to limit its liability.
- Loss or Damage to Shipments
- 7.6. All Shipments sent through the DHL PARCEL Network are subject to Standard Liability (which is included in the charges for the Shipment) or Extended Liability (at additional cost). DHL PARCEL's liability is fault based, which means that DHL PARCEL is liable only where it is established that the loss or damage is DHL PARCEL's fault. The Sender accepts that it is the Sender's responsibility to ensure that it either selects the appropriate liability scheme or make its own arrangements as it is best positioned to know the value of the Shipment.
- Standard Liability
- 7.7. In the event of loss or damage, DHL PARCEL's liability will be calculated on the basis of the weight of the Shipment at a rate of £10.00 per kilogram up to a maximum of £10,000 per Shipment.
- Extended Liability
- 7.8. The Sender may purchase Extended Liability from DHL PARCEL in units of £1,000 and it may purchase a maximum of 10 units in respect of any Shipment. In the event of loss or damage, DHL PARCEL's liability will be calculated on the Value of the Shipment up to the maximum amount determined by the number of units purchased in respect of the affected Shipment.
- Claims Process
- 7.9. The Sender accepts that it is important, where loss or damage occurs, that it must be reported quickly so that DHL PARCEL can investigate and determine whether such loss or damage is its fault when the most evidence exists.
- 7.10. The Sender shall for each Shipment it wishes to claim for, follow and comply with the Claims Process set out at dhlparcel.co.uk/business-support and shall irrevocably waive any rights or remedies it has at law or under contract with respect to that Shipment in the event that it fails to comply with the Claims Process, excepting where such failure is attributable to the fault of DHL PARCEL. The Sender agrees that DHL PARCEL may levy an administration charge to cover the cost of administering any claim, the amount of which is set out in the Claims Process and may be amended from time to time.
- Delay
- 7.11. DHL PARCEL shall only be liable for any delay to the extent that the same arises from the fault of DHL PARCEL. In the event a Shipment is delayed due to DHL PARCEL's fault, it may, subject to the provisions in the Customer Contract:
- 7.11.1. upgrade the Service Option of the Shipment at DHL Parcel UK's expense to the next quickest available Service Option; or
- 7.11.2. issue a refund in accordance with the Late Delivery Scale.
- 7.12. The Sender agrees that the provisions in Specific Condition 7.11 shall be the Sender's sole remedy with respect to a delay in the provision of the Services.
- 8. Termination**
- 8.1. Subject to the provisions set out in the Customer Contract, any agreement between the Sender and DHL PARCEL may be terminated by either party by the giving of 14 calendar days' written notice.
- 8.2. DHL PARCEL may terminate any agreement immediately if the Sender:
- 8.2.1. becomes, or is reasonably likely to become, insolvent;
- 8.2.2. commits a material breach of any of its obligations in such agreement that is not remedied within 14 calendar days' of such breach being brought to the Sender's notice;
- 8.3. Unless otherwise stated in the Customer Contract, DHL PARCEL reserves the right to close down sender accounts which it considers to have become dormant or unused for a period of time. Any agreement (including the Customer Contract) between the Sender and DHL PARCEL shall automatically terminate upon the closing down of the Sender's account(s).
- 8.4. Termination of the agreement between the Sender and DHL PARCEL for whatsoever reason shall not affect the accrued rights and remedies of either party at the time such agreement was terminated.
- 9. Data Protection**
- 9.1. For the purposes of this General Condition 8, the term "Data Protection Legislation" shall mean: (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) ("GDPR") and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998 and the term "Applicable Laws" shall mean: the laws of any member of the European Union and the laws of the European Union applicable to DHL Parcel UK's or its parent company.
- 9.2. The Sender acknowledges that with respect to the provision of the Services, DHL PARCEL is a data controller in its own right in relation to any personal data provided to it in order to facilitate performance of the Services.
- 9.3. It may be necessary from time to time for DHL to perform credit checks on the Sender and accordingly the Sender consents for DHL to use information about and provided by the Sender for this purpose.
- 10. General**
- 10.1. DHL PARCEL does not contract as a common carrier and to the extent that DHL PARCEL may be considered a bailee under law, the terms of any such bailment shall the terms of these Specific Conditions and the General Conditions (as may be amended by DHL PARCEL from time to time), and the Customer Contract. Any Shipment accepted for transit is accepted on these terms, or any terms and conditions relating to a waybill, to the exclusion of all other terms and conditions whether put forward by the Sender or implied by law (insofar as exclusion of the same is lawful). Delivery of a Shipment to DHL PARCEL by the Sender shall be conclusive evidence of the Sender's acceptance of these terms.
- 10.2. These Specific Conditions are personal to the Sender and unless otherwise stated in the Customer Contract, it may not assign, novate, license or sub-contract any of its rights or obligations under them without DHL PARCEL's written consent.
- 10.3. These Specific 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.
- 10.4. It is not intended that these Specific Conditions or any contract created on the basis thereof will be enforceable by any third party, unless expressly provided for in these Specific Conditions.
- 10.5. Unless otherwise stated in the Customer Contract and notwithstanding any provisions in the General Conditions to the contrary, these Specific Conditions and the Services provided by DHL PARCEL are governed by English law and the parties submit to the exclusive jurisdiction of the English Courts.