

DHL PARCEL UK LIMITED

**DOMESTIC PARCEL
CONDITIONS OF CARRIAGE**



Domestic Parcel Conditions Of Carriage - DHL Parcel UK Limited

1. Introduction

- 1.1. 1.1. DHL PARCEL services are subject to different specific terms and conditions which reflect the particular nature of those services ("Specific Conditions"). These International Parcel Conditions apply to DHL PARCEL international 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 "Shipper" and DHL PARCEL. No other terms and conditions of the Shipper shall apply to the Services.
- 1.3. For the avoidance of doubt, the Shipper agrees that any instructions it may give with respect to the collection or delivery of Consignments 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. Additional Definitions

Defined Terms used in these Specific Conditions that are defined in the Customer Contract or General Conditions will have the same meaning as set out in those documents. In addition the following words shall have the meanings ascribed to them unless the context requires otherwise.

Broker	means an individual person or business who assists in the clearance of imported or exported goods through customs;
Conventions	means the Warsaw Convention as amended at the Hague, 1955 and by Protocol No. 4 of Montreal, 1975, the Convention for the Unification of Certain Rules for International Carriage by Air (Montreal, 28 May 1999), and the Convention on the Contract for the International Carriage of Goods by Road (CMR) (1978 - the CMR Convention of Geneva, 19 May 1956 as amended by the CMR Protocol of Geneva, 5 July, 1978) as applicable;
Dangerous Goods	means any items that are classified as hazardous material, dangerous goods, prohibited or restricted articles by the International Civil Aviation Organisation ("ICAO"), the International Air Transport Association ("IATA"), the European Agreement concerning the International Carriage of Dangerous Goods by Road ("ADR"), or other relevant organisation, or that are otherwise considered by DHL PARCEL in its sole discretion to be hazardous, dangerous, prohibited or restricted items in accordance with its standard operating procedures and policies then in effect;
DAP (also DDU)	means "Delivered at Place" (formerly "Delivered Duty Unpaid") as defined by Incoterms 2010 whereby the recipient is responsible, once the Shipment has arrived at customs in the destination country, for customs clearance, including the appointment of a broker (if applicable, and payment of duties and taxes at the recipient's own cost);
DDP	means Delivered Duty Paid as defined by Incoterms 2010 whereby the Shipper shall, or is responsible for ensuring that it's broker or agent is provided with the necessary information and funds to, clear the Shipment for export/import and pay all applicable taxes and duties;
Shipper	means the Customer;
Shipment	means the Consignment(s) and all associated documents that travel under the same waybill;
Unacceptable Items	means any items that are unacceptable for transport including without limitation: a) counterfeit goods; b) animals; c) bullion; d) currency; e) bearer instruments; f) gem stones; g) weapons, explosives, and ammunition; h) human remains; i) illegal items (including without limitation ivory and narcotics); and j) any items DHL PARCEL deems in its sole discretion (in accordance with its standard operating procedures and policies then in effect) to be unsuitable, undesirable, illegal or unsafe to carry;
Waybill	means the document issued by DHL PARCEL incorporating these Specific Conditions (and the Customer Contract and General Conditions as applicable) that contains information relating to the Shipment as provided by the Shipper for the purposes of identifying the Shipper, the Recipient, the origin, route, and destination of the Shipment.

3. Scope of DHL PARCEL International Services

- 3.1. These Specific Conditions shall apply to each and all Shipments that are to be delivered to destinations outside of the United Kingdom and the Republic of Ireland. For the avoidance of doubt, the Isle of Man and the Channel Islands are not included within the scope of DHL PARCEL International Services.

4. Parameters of International Service

- 4.1. The Shipper warrants that it is able to act on the behalf of itself, the recipient and any other person who has an interest in the Shipment in agreeing to these Specific Conditions and to undertake to inform the recipient and any other interested persons that the Shipment is subject to these Specific Conditions.
- 4.2. DHL PARCEL may use subcontractors and agents to perform the Services each of whom shall have the benefit of these Specific Conditions.
- 4.3. DHL PARCEL may at its sole discretion determine the route and the manner in which the Shipment is carried to its destination as it sees fit.
- 4.4. Subject to the Customer Contract, DHL PARCEL's International Services are carried out on a DAP basis. It is the Shipper's responsibility to ensure that the recipient of the Shipment understands and accepts that it is the recipient's obligation to clear the Shipment through customs at its own cost, including the appointment of a Broker where applicable and to pay any duties and taxes levied by customs authorities and any associated costs including without limitation administrative charges and storage charges levied by third parties.
- 4.5. Subject to Specific Condition 4.3, where a Broker is required by applicable law or regulations in the country of destination to clear a Shipment through customs and the recipient has failed to appoint a Broker, the Shipper hereby authorises DHL PARCEL and its agents to act on the behalf of the Shipper or the recipient for the purposes of facilitating performance of the services including without limitation:
 - 4.5.1. completing documents;
 - 4.5.2. amending product or service codes;
 - 4.5.3. pay duties or taxes or penalties required under applicable laws and regulations;
 - 4.5.4. act as the Shippers forwarding agent for customs and export control purposes;
 - 4.5.5. act as the recipient for the purpose of designating a customs Broker to perform customs clearance and entry; and
 - 4.5.6. redirect the Shipment to the recipient's Broker or other address upon request by any person DHL PARCEL (or its agent) reasonably believes to be authorised to receive the Shipment. For the avoidance of doubt, the mere fact that DHL PARCEL may be authorised in accordance with this Specific Condition 4.5 does not in any way oblige DHL PARCEL to act on behalf of the Shipper and/or recipient. Should DHL PARCEL choose, of its own accord, to take action under this Specific Condition 4.5, the Shipper shall reimburse DHL PARCEL with respect to any costs incurred by DHL PARCEL.
- 4.6. Notwithstanding that DHL PARCEL's international services are carried on a DAP basis by default, DHL PARCEL may, at its sole discretion, offer to the Shipper to perform its International Services on a DDP basis, in which event the Shipper acknowledges that it is solely responsible for all taxes, duties and associated costs with respect to the Shipment. The Shipper acknowledges and accepts that where it requires DHL PARCEL to pay such taxes, duties and associated costs on its behalf, DHL PARCEL is acting on behalf of the Shipper in the capacity of the Shipper's agent and therefore, the Shipper shall ensure that DHL PARCEL is either: a) in sufficient cleared funds in advance; or b) shall reimburse DHL PARCEL for any such expenditure on the Shipper's behalf irrespective of the performance of the International Service in relation to the Shipment.

5. Unacceptable Shipments

- 5.1. The Shipper shall ensure that any Shipment is not an unacceptable Shipment.
- 5.2. A Shipment is deemed unacceptable if:
 - 5.2.1. no customs declaration is made when required by applicable customs law and regulations;
 - 5.2.2. it contains Unacceptable Items;
 - 5.2.3. it contains Dangerous Goods;
 - 5.2.4. its address is incorrect or not properly marked;
 - 5.2.5. its packaging is defective or inadequate to ensure safe transportation with ordinary care in handling; or
 - 5.2.6. it contains any item which DHL PARCEL, in its sole discretion (in accordance with its standard operating procedures and policies then in effect), deems to be unsafe, unsuitable, or illegal to carry.

6. Deliveries and Undeliverables

- 6.1. The Shipper acknowledges and accepts that Shipments:
 - 6.1.1. cannot be delivered to PO boxes or their equivalent;
 - 6.1.2. are only delivered to the recipient's address provided that the Shipment has cleared customs (at the recipient's cost);
 - 6.1.3. are not necessarily delivered to the recipient personally and that there is no obligation on DHL PARCEL or its agents to do so; and
 - 6.1.4. that have a delivery address that has a central receiving area shall be delivered to that area.
- 6.2. Prior to delivery or following a missed delivery, DHL PARCEL or its agent may (but is not obliged to) offer to the recipient an alternative delivery option including without limitation, delivery on another day, no signature required, redirection or collection at a service point of the DHL PARCEL agent. If the Shipper wishes to exclude some of the foregoing delivery options, it must request this in writing to DHL PARCEL.
- 6.3. In the event that a Shipment is: a) at any time deemed to be unacceptable by DHL PARCEL (or its agent) in its sole discretion; b) has been undervalued by the Shipper for customs purposes; c) the recipient cannot be reasonably identified or located; or d) the recipient refuses delivery or pay the customs duties or other Shipment charges, DHL PARCEL shall, but is not obliged to, use reasonable endeavours to return the Shipment to the Shipper at the Shipper's cost, failing which the Shipment may be released,

disposed of, or sold without incurring any liability whatsoever to the Shipper or anyone else, with the proceeds applied against applicable customs duties, Shipment charges and related administrative costs, with the balance of proceeds of a sale to be remitted to the Shipper.

- 6.4. DHL PARCEL shall be entitled to destroy any Shipment in the event that any law or regulation prevents such Shipment from being returned to the Shipper, or where the Shipment contains Dangerous Goods and DHL PARCEL shall not be liable to the Shipper or any other person with respect to such destruction.

7. Liability for Loss, Damage, and Delay to Shipments

- 7.1. For the avoidance of doubt, this Specific Condition 7 supersedes General Condition 6 and 7 of the General Conditions.
- 7.2. DHL PARCEL's liability for loss and damage to Shipments (that are sent on Services other than DHL Parcel Europe's Connect network and Parcel International network) shall be in line with the relevant Convention as determined by the mode by which the Shipment travels. For example, where the mode of transport is road, or rail, the applicable convention shall be the CMR, and where the mode of transportation is air, the applicable Convention shall be the Warsaw Convention unless the Shipper elects to extend DHL PARCEL's liability pursuant to Specific Condition 7.4.
- 7.3. DHL PARCEL's liability for Shipments that are sent on DHL Parcel Europe's Connect network and Parcel International network shall be limited to £150 with respect of loss or damage to such Shipment unless the Shipper elects to extend DHL PARCEL's liability pursuant to Specific Condition 7.4.
- 7.4. The Shipper may request to extend DHL PARCEL's liability for loss and damage to Shipments where it considers that the limits of liability set out is not adequate to cover the Value of its content. The Shipper accepts that any such request shall entitle DHL PARCEL to charge additional sums with respect to any such extension of its liability.
- 7.5. Except where the applicable Convention states otherwise, the Shipper acknowledges that DHL PARCEL's International Service is non-time definite and therefore time is not of the essence. The Shipper accordingly accepts that DHL PARCEL's maximum liability in respect of delayed delivery shall be limited to a sum up to but not exceeding a full refund of DHL PARCEL's charges and such sum shall be the Shipper's sole remedy with respect to delay to the Shipment. For the avoidance of doubt, any sum paid by DHL PARCEL on behalf of the Shipper (or the recipient) with respect to applicable taxes, duties, or associated costs shall not be refunded as these sums were expended by DHL PARCEL acting as agent to the Shipper (or recipient).
- 7.6. Neither Party shall be liable to the other for any loss of profits, economic loss, loss of bargain or like loss, whether arising directly or indirectly from any statutory breach, tortious act or omission, or breach of these Conditions, the Customer Contract, or the General Conditions. Neither Party shall be liable to the other for any indirect, special, or consequential losses, even if the parties had been advised of the possibility of such losses arising at the time the parties entered into the contract.
- 7.7. Nothing in these Conditions shall limit the liability of either party to the other with respect to death or personal injury, fraud, fraudulent misrepresentation, and where such limitation is not permitted by the applicable Convention, statute or law.

8. Miscellaneous

- 8.1. DHL PARCEL is not and does not trade 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 Shipper or implied by law (insofar as exclusion of the same is lawful). Delivery of a Shipment to DHL PARCEL by the Shipper shall be conclusive evidence of the Shipper's acceptance of these terms.
- 8.2. 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.
- 8.3. DHL PARCEL will collect, store and process personal data provided by the Shipper or the Consignee as required for the provision of the Services, in accordance with applicable laws and the Deutsche Post DHL Data Privacy Policy, which is available at www.dpdhl.com/content/dam/dpdhl/homepage/dpdhl-data-privacy-policy-summary.pdf. DHL PARCEL will notify courts and public authorities of customer data as may be legally required.
- 8.4. 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.
- 8.5. 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.
- 8.6. The invalidity or unenforceability of any provision shall not affect any other part of these Terms and Conditions. The parties shall replace the ineffective provision so that any new provision is effective and corresponds as far as possible to the meaning and purpose of the provision being replaced and the other terms of this agreement.
- 8.7. Any dispute arising under or in any way connected with these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales, and governed by the law of the country of origin of the Shipment and Shipper irrevocably submits to such jurisdiction, unless contrary to applicable law.
- 8.8. **Brexit Provisions**
The parties agree that in light of the uncertainty around what will happen when the United Kingdom leaves the European Union, in particular relating to customs and cross border requirements, DHL Parcel shall:
8.8.1. not be liable for any delay in the delivery of any Consignment due to reasons beyond its reasonable control including without limitation the acts and/or omissions of customs authorities and any regulation, order, legislation, statutory duty or other such

legal obligation imposed upon it as a result of, or connected with the United Kingdom's departure from the European Union; and

- 8.8.2. be entitled, but is not obliged, to at any time carry out a review of its charges and revise them accordingly for reasons arising from or connected with the United Kingdom's departure from the European Union.