

# Standard Terms & Conditions of Carriage

DPD Local UK Limited (the "Company") accepts goods for carriage and other services subject to the Standard Terms and Conditions set out below (these "Conditions"). No agent or employee of the Company is permitted to alter or vary these Conditions in any way unless expressly authorised to do so by an Executive Director of the Company.

Your attention is drawn to Conditions 10 and 11 which limit the liability of the Company, its employees and agents in certain circumstances.

The Company reserves the right to unilaterally modify or supplement the Services (defined below) and these Conditions.

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## 1. DEFINITIONS AND INTERPRETATION

### 1.1 In these Conditions:

(a) "Commodity Code" means the product specific code used to classify the goods comprised in any Consignment shipped internationally.

(b) "Consignee" means the person to whom the Consignment is addressed.

(c) "Consignment" means goods contained in one Delivery Item or any number of Delivery Items that are sent together from exactly the same address at one time in one load by or for the same Customer bearing exactly the same Delivery Address.

(d) "Contract" means the contract of carriage or contract for other services between the

Customer and the Company into which these Conditions shall be deemed to be incorporated.

(e) "Customer" means the person, firm or company that enters into a contract of carriage or a contract for other services with the Company.

(f) "Dangerous Goods" means goods classified as dangerous goods by UNECE from time to time or by the IATA Dangerous Goods Regulations (DGR) or goods which present a comparable hazard. Dangerous Goods are also goods which can cause direct physical damage, are capable of causing injury to people or to their health, or are physically dangerous to other goods.

(g) "Delivery Address" means exactly the same address printed on the Delivery Item to which the Delivery Item is to be delivered under the Contract.

(h) "Delivery Item" means an Expresspak, Freight Item, International Parcel, Parcel or Shop Parcel, as the case may be.

(i) "ESCD" means an electronic signature capture device which is capable of receiving, storing and transmitting Customer and Consignee information or the person goods are delivered to, including signatures.

(j) "Expresspak 1 (Service)" means the service of that name purchased by the Customer for an item or items which weigh up to 1kg placed in a single Expresspak 1 bag.

(k) "Expresspak 5 (Service)" means the service of that name purchased by the Customer for an item or items which weigh up to 5kgs placed in a single Expresspak 5 bag

(l) "Freight Item " means a single item or goods in bulk weighing over 30kgs but not more than 350kgs and measuring not more than 3 metres long.

(m) "Geodata" means computerised data indicating the geographical location of any computer (including computers, phones, tablets or any other computer equipment).

(n) "Homecall Parcel (Service)" means the service of that name purchased by the Customer for the delivery of a Parcel in the UK within 2 to 5 days.

(o) "**Intellectual Property Rights**" means patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

(p) "International Parcel (Service)" means the service of that name purchased by the Customer for a parcel which weighs no more than 31.5kgs in weight, is less than 1.75 metres in length, with total girth of less than 3 metres (calculated as length + 2 x height

+ 2 x width).

(q) "International Services" means services supplied by the Company outside the United Kingdom including without limitation, International Parcel Services.

(r) "Neighbour" means a person who lives or works in a property within 50 metres walking distance of the Delivery Address.

(s) "Non-Compatible Item" means an item which:-

(i) cannot be lifted by one person safely;

(ii) exceeds 50kg in weight;

(iii) does not have one or more flat surfaces;

(iv) exceeds 1.4m in length; or

(v) is a single item attached or affixed to a pallet for delivery with the pallet attached.

(t) "Parcel" means an item which weighs up to 30 kgs, and with measurements of less than 1 metre long, 0.6 metres wide and 0.7 metres high and which has a total girth (length + height + width) of not more than 2.3 metres.

(u) "Pickup (Services)" means the service where the Customer or the Consignee selects the option for the Parcel to be picked up or dropped off at a Pickup Location.

(v) "Pickup Location" means a third party location, such as a local shop, which is close to the original Delivery Address or where the Company elects to deliver the Parcel to such a third party location in accordance with Condition 8(e).

(w) "Scan Record" means a laser created electronic record which is created by the Company.

(x) "Service(s)" means the delivery services offered by the Company from time to time including, without limitation Expresspak 1 and Expresspak 5 Services, Homecall Parcel Services, International Services, Pickup, Shop Parcel Services and any delivery services offered by the Company in relation to Parcels and Freight Items.

(y) "Shop Parcel (Services)" means an item weighing up to 20kgs in weight, and with measurements of not more than 0.60 metres long, 0.60 metres wide and 0.60 metres high with no two sides exceeding 1.2m collectively, which is delivered to or collected from a Pickup location.

## **1.2 Interpretation**

(a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

(b) A reference to a party includes its personal representatives, successors or permitted assigns;

(c) A reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

(d) Any phrase introduced by the terms "including", "include", "such as", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

(e) A reference to "writing" or "written" does not include e-mails, unless expressly stated otherwise.

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## 2. GENERAL

(a) The Company agrees, subject to the Customer's compliance at all times with these Conditions, to carry Consignments agreed by the Company and the Customer, or to store goods in a building occupied by the Company, or to provide other services as agreed by the Company and the Customer.

(b) The Company is not a common carrier which means that it may refuse to carry the Customer's goods at its discretion. The Company will accept goods for carriage only on these Conditions.

(c) If Conditions of this Contract are not met, the Company reserves the right to terminate the Contract immediately.

(d) These Conditions apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

(e) The Customer shall be deemed to have notice of and accepts these Conditions if and as soon as an order is placed with, or tender is accepted from, the Company for the carriage of goods or other services.

(f) The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract.

(g) The Company reserves the right to inspect all Consignments for goods including, but without limitation, those which may be:

(i) Dangerous Goods;

(ii) incompatible with the Company's network;

(iii) incapable of carriage to the country of destination within the Company's standard procedures, customs, declarations and handling methods; or

(iv) non-compliant with any law.

(h) For shipments outside the EU, the Customer shall, in relation to each of the goods comprised in each Consignment, provide the Company with:

(i) a commercial invoice (including a clear, accurate and unambiguous description of the goods) or electronic data where applicable;

(ii) a Commodity Code for each of the goods;

(iii) written notification in advance of any Consignments and/or goods comprised within Consignments which are not standard or permanent exports (for example, temporary exports such as repairs that will be returned to the UK); and

(iv) any information required by any relevant customs authorities or the Company.

(i) The Customer acknowledges and agrees that:

(i) in relation to the goods, the Customer is either solely beneficially entitled to the goods or has the authority of all those interested in the goods to enter into this contract and to bind them to its terms;

(ii) it is the exporter of the goods comprised in any Consignment and will be responsible for the accuracy of all information supplied to the Company;

(iii) if there is any missing data, an incomplete or incorrect invoice, this may result in the Delivery Item(s) being held or returned; and

(iv) if any Commodity Code is missing, the Company may (at its option);

1. use the general Commodity Code based on the description of the goods given by the Customer; or

2. hold the goods pending receipt of the Commodity Code from the Customer or return the goods to the Customer;

but the Company accepts no responsibility if the Commodity Code used is incorrect and the Customer shall indemnify the Company in accordance with Condition 14(b).

(j) The Customer acknowledges that the Company will not carry out any age verification upon delivery and it is the Customer's responsibility to ensure sufficient age verification checks at the point of purchase.

(k) The Customer acknowledges that the Company is unable to deliver Consignments to certain addresses including PO Box or BFPO numbers. Further details of which can be found in the Company's tariff.

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### **3. PARTIES AND SUB-CONTRACTING**

(a) Where the Customer is not the owner of some or all of the goods carried or stored, the Customer shall be deemed for all purposes to be the agent of the owner(s) and that if any other person has an interest in the goods the Customer is acting as his fully authorised agent.

(b) The Company may employ any other carrier or warehouseman to fulfil the Contract. Any such carrier shall be entitled to sub-contract and these Conditions shall apply to such carriers on like terms.

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#### **4. GOODS NOT ACCEPTED FOR CARRIAGE OR STORAGE**

(a) The Company shall not accept certain goods for carriage or storage, including, but not limited to, any of the following goods:

(i) Dangerous Goods, hazardous goods, flammable goods; or

(ii) firearms (including imitation firearms or firearm components), tobacco products, works of art, jewellery (including watches), cash, glass or any articles (or part of them) that are made up of glass, porcelain, earthenware or other similar materials, documents which can be exchanged for cash or goods or services (for example cheques, credit/debit cards, vouchers with a face value, event tickets), personally identifiable data (including but not limited to prescriptions), personal effects, precious metals (including gold or silver items), antiques, furs or any other valuables, alcohol including wines, beers and spirits, liquids of any kind, televisions or monitors with screens larger than 37", body parts or human remains, living or dead animals, fish or birds, or any living organism of any type (including trees, cut flowers and plants), perishable food (unless the Customer complies strictly with the Company's requirements for the carriage of food (details available on request)), pharmaceutical products (unless the Customer complies strictly with the Company's requirements for the carriage of pharmaceuticals (details available on request)) and "Non Excepted Batteries"; or

(iii) any goods prohibited by the law or regulation of any government or public or local authority of any country where the goods are carried; or

(iv) any goods which require temperature controlled transport;

unless an Executive Director of the Company has notified the Customer in writing that they are accepted and, unless such notice has been given in writing, the Company shall have no liability whatsoever, including losses arising from negligent acts of the Company, in respect of them.

(b) The Company may impose additional restrictions depending upon destination of delivery and the service being provided. The Customer acknowledges that regulatory and custom clearances may be required for certain goods, which may extend the transit time and may delay delivery.

(c) The Company reserves the right to reject or destroy Consignments at its reasonable discretion, including for reasons of security or safety and shall have no liability whatsoever, including losses arising from such rejection or destruction.

(d) The Customer acknowledges that the Company may inspect the Consignment by X ray pursuant to applicable laws and regulations. The Customer waives any claim against the Company for any damage and/or delay resulting from such inspection.

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## 5. GOODS NOT MEETING SERVICE DESCRIPTION

(a) If the Customer books or requests the collection of goods which do not meet the description of the relevant Service in Condition 1, the Company reserves the right:

(i) to refuse to collect the goods even if the Customer has been given a consignment or order number;

(ii) (if the Company collects the goods), to refuse to store or deliver goods and to return the goods to the Customer as soon as reasonably practicable, but at the Company's cost;

(iii) (if the Company collects and stores or delivers the goods), to process the goods as "Freight Item(s)" which means in particular that the Company will charge the Customer according to its freight tariff and its liability for loss or damage under these Conditions will be on the basis that the goods are a Freight Item.

(b) Where the Company returns the goods to the Customer under Condition (a)(ii) these Conditions shall apply to the carriage of the goods but the Company shall have no liability to the Customer whatsoever for the Company's failure to deliver the goods.

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## 6. CUSTOMER WARRANTY

(a) The Customer warrants, undertakes and represents that:

(i) the goods have been properly and sufficiently packaged and labelled for the intended Service and destination, so that the Consignment will not be lost or damaged whilst being transported, or cause injury or damage to any person or any property or other goods;

(ii) the labelling on the Consignment includes the full address, postcode or zip code of the person or company sending the package and the Consignee;

(iii) it will correctly pack any Expresspak 1 or Expresspak 5 item(s) in accordance with the correct dimensions and weight, otherwise the goods will be processed as either Parcel(s) or Freight Item(s) according to their weight or measurements;

(iv) the goods comprised in any Consignment are not subject to any licences, permits, certificates, restrictions, or anti-dumping or countervailing laws or regulation;

(v) the goods are not destined for any country, company, organisation or individual that are subject to any export control, denied party or embargo list, or an address detailed in Condition 2(k);

(vi) all plant, power or labour required by the Company is available for loading and unloading any Consignment at any collection or delivery point specified by the Customer or recipient;

(vii) it will inform the Consignee of the delivery details of the Consignment. The Company may impose a charge upon the Customer for each or any wasted journey made

in attempting to deliver the goods;

(viii) where the Customer passes the Consignee's personal data to the Company, the Customer shall ensure it has the right to do so and shall obtain any necessary consents from the Consignee in accordance with Condition 20.

(b) The Customer shall ensure that each Consignment complies with the weight, measurements and length applicable to that Consignment as set out in the relevant definition of Parcel, Shop Parcel, Freight Item, International Parcel, Expresspak 1 or Expresspak 5 as applicable.

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## **7. RECEIPT OF GOODS**

a) When receiving Consignments, the Company may scan the Consignment. This will produce a Scan Record as evidence of receipt of the Consignment.

(b) The Company shall, if so required, sign a document prepared by the Customer, acknowledging receipt of the Consignment or goods, but neither the Scan Record nor the Customer document shall be evidence of the condition or correctness of a declared nature, quantity or weight of the Consignment at the time it is received by the Company.

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## **8. TRANSIT AND UNCLAIMED GOODS AND UNDELIVERED GOODS**

(a) Transit shall commence when the Consignment is passed to the Company whether at the point of collection, at its premises or at a Pickup Location. The Company is entitled to carry goods by any means of transport and by any route whatsoever.

(b) Transit shall (unless the Company previously decides otherwise) end either:

(i) when the Consignment is offered for delivery at the Delivery Address;

(ii) when, in accordance with instructions from the Customer or the Consignee, the Consignment is left in a safe place;

(iii) when, in accordance with instructions, the Consignment is made available for collection at one of the Company's depots;

(iv) when the Consignment is offered for delivery in accordance with Condition 8(c);

(v) when, in accordance with instructions from the Customer or Consignee, the Consignment is delivered at an alternative delivery address; or

(vi) when the Consignment is held by the Company for collection following attempted delivery when the Consignee or a person authorised on the Consignee's behalf collects the Consignment from the Company's depot ; and

in the event that the Company holds Consignments pursuant to Conditions 8(b)(iii) and 8(b)(v) delivery shall be deemed to have ended if the Consignment is not collected within a reasonable time and the Consignment shall be held solely at the Customer's risk and subject to disposal in accordance with Condition 16.

(c) Subject to Condition 8(e), and except in relation to Conditions 8(b)(iii) and 8(b)(v), where for any reason whatsoever the Company cannot carry the Consignment to the Delivery Address or the Company cannot effect delivery at the said address, the following will apply:-

(i) the Company will endeavour to contact the Customer and request a new address and/or the required details to which the Consignment can be delivered in the country in which the Consignment is then lying; and

(ii) if the Company cannot contact the Customer within a reasonable time, or if the Customer does not give the Company a new address and/or the required details for delivery within a reasonable time, the Company has the right to deal with the goods in accordance with Condition 16. During storage, at any time prior to any disposal or destruction in accordance with Condition 16, the goods shall be held solely at the Customer's risk.

(d) The decision as to what constitutes a reasonable time under Conditions 8(b) and 8(c) is entirely at the Company's discretion.

(e) Unless the Customer notifies the Company in writing otherwise and such notice is formally acknowledged in writing by the Company, the Company shall be entitled to deliver the Consignment to a Neighbour of the Consignee's address, a concierge at the Consignee's building or a Pickup Location within the Company's delivery hours and, for the purposes of Condition 8(b), transit of the Consignment shall be deemed to have ended at the time of delivery to such Neighbour or obtaining a signature from a concierge or other recipient, leaving the Consignment at the Consignee's building or the Pickup Location.

(f) Where the Company has loaned computer equipment and/or licensed computer software for the Customer to use to aid the process of recording and despatching goods to the Company the following provisions will apply:

(i) the printing by the Customer of a consignment label will create a computer record of the despatch of the Consignment to the Company, but this computer record will not be evidence that transit has commenced (as defined in Condition 8); and

(ii) the Company will not begin transporting the goods and will not be liable in any way for a Consignment or other goods until a second computer record has been created by the Company when the Consignment or goods are loaded by the Company onto one of the Company's vehicles.

Subject to Condition 10(c), any specific timescales for delivery and/or collection which the Company gives are estimates only. The Company shall not be deemed to be in breach of the Contract or have any liability to the Customer (whether in contract, tort, negligence or otherwise and howsoever arising) for any failure to fulfil any delivery and/or collection within any specified timescales.

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## 9. PAYMENT AND PRICING

(a) Unless the Company agrees otherwise with the Customer, the Contract is subject to a minimum invoice charge. Please see the Company website [www.dpdlocal.co.uk](http://www.dpdlocal.co.uk) for details of its minimum order charge. The Company will also tell the Customer what the minimum order charge is before the Customer decides whether to enter into the Contract.

(b) The Company's charges for carriage and other services shall be payable by the Customer, however, the Company shall also have the right to demand and obtain payment from the sender (if different from the Customer) or the Consignee, or from any other person who may be liable to pay the charges.

(c) Payment of the Company's charges is due no later than the date specified on the Company's invoice/statement or such other period as may be expressly agreed with the Customer in writing by an Executive Director. If any payment under the Contract is overdue then, without prejudice to the Company's other rights and remedies, the Customer shall pay interest on the overdue amount (whether before or after judgment) at the statutory rate of interest payable on late payments from time to time, such interest to accrue on a daily basis, from the due date for payment until payment is made in full. The Company reserves the right to withhold its services until the Customer has paid in full any overdue sums.

(d) For all shipments outside the UK, the Company reserves the right to charge the higher of:-

i) the volumetric weight (guidance at [https://www.dpdlocal.co.uk/content/products\\_services/shipping\\_advice.jsp](https://www.dpdlocal.co.uk/content/products_services/shipping_advice.jsp)) ; or

ii) the actual weight;

iii) the weight declared to the Company by the Customer;

for all Consignments.

(e) A claim or counterclaim by the Customer shall not be a reason for deferring or withholding payment or monies payable, or for refusing to reimburse liabilities incurred by the Company.

(f) Where the Company's charges are paid by a business credit card or debit card, up to 2% of the invoice value will be added to the invoice to cover the bank charges that the Company incurs.

(g) The Company has the right to charge the Customer a handling charge at the rate set out in the Company's tariff for any goods which are not sufficiently packaged in accordance with Condition 6(a)(i) or for any Non-Compatible Item.

(h) The Company shall be entitled at any time and from time to time to increase the Company's charges for carriage or other services by giving to the Customer not less than 7 days' prior written notice (such notice may be via email) to accord with increases

in relevant costs of the Company's business including but not limited to, fuel, congestion charges, major foreign currency exchange rates fluctuations, licence fees, postal fees and labour.

(i) the Company shall do so on the sole basis that in doing so it is acting as the Customer's fully authorised agent;

(j) In the event that the Company pays or agrees to pay to any third party any duty and/or taxes and/or levy in respect of any Customer's goods:

(i) the Company shall do so on the sole basis that in doing so it is acting as the Customer's fully authorised agent;

(ii) whether or not delivery of the goods is made to the Consignee's address, immediately upon receipt of the Company's duty invoice in respect of such duty and/or tax and/or levy the Customer shall settle such duty invoice in full;

(iii) in the event of the Customer failing to comply strictly with Condition 9(j)(ii) above, the Company shall be at full liberty to deal with the goods in accordance with Condition 16.

(k) The Customer shall pay to the Company any duties, taxes, levies, customs assessments, fines or other penalties and unusual costs, claims and expenses (including administrative costs) incurred by the Company as a result of it conveying the goods.

(l) The Customer must notify the Company about any query in relation to any invoice from the Company within 14 days of the invoice date and confirm that query by notice in writing within 28 days of the invoice date. If the Customer does not do this, the Company will not be liable (whether in contract, tort, negligence or otherwise and howsoever arising) for any error in the invoice nor shall the Company be required to repay any sums paid by the Customer unless the Customer can prove that:

(i) it was not reasonably possible for the Customer to notify the Company of the query, or confirm it in writing, within the time set above; and

(ii) the notification or confirmation was made at the first reasonable opportunity and in any event no later than 6 months after the invoice date.

(m) The Company shall be entitled to at any time and from time to time to increase the Company's charges in the event that the Customer's trading profile does not achieve the levels (if applicable) agreed upon account opening.

(n) The Company has the right to charge the Customer a handling charge at the rate set out in the Company's tariff for any goods which exceed:

i) 1.0m in length or 0.60m in width or 0.70m in height or 2.3m in girth or 30kg in weight, for domestic Parcels; and

ii) 1.75m in length or 300cm in girth or 31kg in weight for International Parcels if not presented as a Freight Item.

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## 10. LIABILITY FOR LOSS AND DAMAGE AND DELAY

(a) Subject to the provisions of this Condition 10 and Conditions 4, 11, 12, 13 and 14, the Company will be liable for any physical loss of, or physical damage to, goods during transit (as defined in Condition 8), and storage (other than storage under Condition 8(c)(ii)) except to the extent that such loss or damage has arisen from or consists of:

- (i) the Customer or the person receiving the goods not taking or accepting delivery within a reasonable time;
- (ii) a breach of any of the Customer's warranties as set out in Condition 6, including insufficient or improper packing, labelling or addressing including incorrect or missing postcode information;
- (iii) any special handling requirements in respect of the goods which have not been notified to the Company;
- (iv) loss, damage or breakage of articles of, or for that part of any articles that comprises of goods which the Company does not accept for carriage or storage as set out in Condition 4;
- (v) any act or omission by the Customer or the owner of the goods or the servants or agents of either;
- (vi) inherent liability to wastage in bulk or weight, latent defect or inherent defect, vice or natural deterioration of the goods, wear and tear, depreciation, moths, vermin or the effect of any process of cleaning, dyeing or restoring any article;
- (vii) act of God;
- (viii) seizure under legal process;
- (ix) defect of any equipment supplied by the Customer or the receiver of the goods or any negligence of the Customer's servants or agents;
- (x) delay in providing the Company with safe and adequate access and/or delivery instructions;
- (xi) any force majeure event as detailed in Condition 19; or
- (xii) fraud by the Customer or the owner of the goods or the servants or agents of either.

(b) For the avoidance of doubt, where the Consignment was not in transit or in storage (as defined in Condition 8) at the time of the loss and/or where the Consignment does not have a Scan Record showing that the goods were provided to the Company, then the Company shall not be liable for loss or damage to the goods.

(c) Where the Customer selects a Service, and the Company delivers any Consignment after the time envisaged by the selected Service, the Customer's sole and exclusive

remedy for any losses (whether in contract, tort or negligence or otherwise and howsoever arising) shall, subject to Conditions 4, 9(e), 11, 12, 13 and 14, be a reduction in the price payable so as to reflect the Service actually received.

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## 11. LIMITATION AND EXCLUSION OF LIABILITY

(a) Subject to the provisions of this Condition 11 and Conditions 4, 10, 12, 13 and 14, the Company's liability (whether in contract, tort, conversion, negligence or otherwise and howsoever arising) for the loss of or damage to any goods and/or for any other matter (howsoever arising) under or in connection with the Contract shall be limited to the lesser of:

(i) for goods carried within the UK:-

1. £12 per kg of gross weight lost or damaged up to a maximum of £1,000 per Consignment unless the Customer has purchased Extended Cover (as defined in Condition 12); or

2. if the weight of a Freight Item is not declared on the consignment note, £150 per Consignment; or

3. for Expresspak 1, £20 per Consignment.

(ii) for Parcels and Shop Parcels (other than Expresspak 1, Expresspak 5 or Freight Items) under the following services (as defined in the Company's tariff):

1. 10.30 am,

2. by 12 pm,

3. by Saturday 10.30 am,

4. by Saturday 12 pm

the actual value of the goods lost or damaged up to a maximum of £1,000 per Consignment. The Company shall calculate the actual value of any goods lost or damaged as the lower of the repair cost, or replacement cost, or resale or market value of the goods at the time and place of collection. The actual value will not be more than:

1. the original cost of the goods the Customer has actually paid for or, if the Customer is the manufacturer of the goods, the manufacturing cost of the goods; or

2. the replacement cost of lost or damaged goods, and the Customer must provide proof of the replacement cost of the goods lost or damaged; or

3. the repair cost of damaged goods, and the Customer must provide proof of the repair cost of the goods damaged.

(iii) For all International Services:

1. if carriage by road, the liability cap set out in the provisions of the Convention on the Contract for the International Carriage of Goods by Road ("CMR") May 1956, Geneva as amended by the Protocol of July 5th 1978 Geneva and the Protocol of 2008 Geneva apply; or

2. if carriage by aircraft, up to \$100 per Consignment unless the Warsaw Convention of 1929, as amended by the Protocol signed in the Hague on September 28th 1955, the Protocol signed in Guatemala City on 8 March 1971 and the Montreal Convention 1999 ("Warsaw Convention") operates; or

3. for all Consignments undertaken as part of services tailored by the Company to the Customer's individual requirements, these services shall be subject to any limitation of liability set out in the current BIFA (British International Freight Association) Conditions; and

4. the repair or replacement cost of lost or damaged goods, and the Customer must provide proof of the repair or replacement cost only of the goods lost or damaged.

(iv) For goods held in storage or for other services, the Company's liability shall not exceed a total of £0.10 per kilo gross weight (i.e. including packaging) lost or damaged with a maximum of £1000. If no weight is declared, then the Company's maximum liability will be equal to one tonne.

(b) Subject to Condition 11(c), CMR and the Warsaw Convention, but notwithstanding anything to the contrary in these Conditions, the Company shall, under no circumstances whatever be liable to the Customer whether in contract, tort (including negligence and conversion), breach of statutory duty or otherwise, for any

(i) loss of profit, or any direct or consequential loss, including the cost of recompiling the information contained on the goods, arising under or in connection with the Contract; or

(ii) loss that is more than the amount the Company has stated in the Conditions above for Consignments sent to or from the UK or other destinations by sea.

(c) Nothing in these Conditions shall limit or exclude the Company's liability for death or personal injury caused by the Company's negligence, or the negligence of the Company's employees, agents or subcontractors, or for fraud or fraudulent misrepresentation or for any other matter for which it is unlawful to exclude or limit liability.

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## 12. EXTENDED COVER

For all Services except for the carriage of Expresspak 1, Expresspak 5, and Freight Items:

(a) If the Customer has paid or agreed to pay the Company's charge for 'Extended Cover' and the Company has agreed to the extension, the Company's liability (whether in contract, tort, conversion, negligence or otherwise and howsoever arising) for the loss of or damage and/or for any other matter (howsoever arising) to any Consignment on all Services shall:

(i) be limited to a maximum of £5,000 per Consignment, as calculated by reference to

the actual value of the Consignment pursuant to Condition 11(b);

(ii) where the Company has agreed in writing to provide 'Extended Cover' at a rate by weight, be limited to a maximum of £15 per kilo or £5,000 per Consignment, whichever is the lesser, and the calculation of the 'Extended Cover' shall be based on the declared weight on the Consignment note; and/or

(iii) under Condition (i) above, the Company shall be limited to that proportion in the case of partial loss or damage which the weight of the part lost or damaged bears to the total weight of the whole Consignment;

PROVIDED THAT, subject to Condition 12(b), nothing in this Condition 12(a) shall limit the liability of the Company for damages below the sum of £100 in respect of any one Consignment.

(b) The actual value of any goods lost or damaged shall be ascertained by reference to its repair cost, replacement cost, resale or fair market value at the time and place of collection, whichever is less. In no event shall such value exceed the original cost of the item actually paid by the Customer, plus 10%.

(c) If a Customer requires 'Extended Cover', it shall fully disclose to the Company, should it so request, the nature of goods to be carried. The Company shall, in its sole discretion, decide whether 'Extended Cover' shall apply to any Consignment for which it is requested.

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### **13. CLAIMS FOR COMPENSATION**

(a) The Customer must notify the Company of any loss or damage giving rise to a claim within 14 days of the date of despatch. The Customer should confirm any loss or damage by providing the Company with evidence supporting such claim within 28 days of request for such evidence. If the Customer fails to do so, the Company shall not be liable for any loss or damage, save and except where the Customer proves that:

(i) it was not reasonably possible for the Customer to advise the Company or make such claim in writing within the time limit applicable; and

(ii) such advice or claim was made within a reasonable time

in which case the Company shall not have the benefit of exclusion of liability afforded by this Condition 13(a)

(b) In the event of a claim for damage, the Customer must ensure that the Consignment and its packaging is held for inspection at a location within the United Kingdom and will provide photographic evidence with the evidence submitted in accordance with Condition 13(a).

(c) A payment of any claim by the Company shall be in full and final settlement of such claim.

(d) In any event, any claim made by the Customer must be made within one year from the date of despatch.

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#### 14. CUSTOMERS' INDEMNITY

a) The Customer shall indemnify the Company fully for any duty, tax or charge that it has not paid under the Contract and for any failure to export goods which have been zero-rated for the purposes of Value Added Tax (or similar tax or duty) or to comply with any conditions relating to importing or exporting zero-rated goods.

b) The Customer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Company arising out of or in connection with:

(i) any negligent act, negligent omission, negligent misdirection, negligent misstatement or fraudulent act by the Customer, sender or Consignee, its servants or agents;

(ii) claims of any nature for loss or damage resulting from the carriage of Dangerous Goods or goods which are not accepted for carriage or storage by the Company as set out in Condition 4;

(iii) claims and demands of any nature in respect of loss of or damage to the goods made by the Customer and/or any third party additional to or in excess of the limits of liability of the Company set out in these Conditions;

(iv) any claims made or penalties imposed by the HM Revenue & Customs or equivalent in overseas jurisdictions;

(v) claims and demands made by any third party attributable to lack of authority on the part of the Customer to enter into the Contract upon these Conditions;

(vi) breach of any of the warranties set out in Condition 6;

(vii) any inaccurate or false information supplied to the Company by the Customer which relates to the Customer and/or the goods comprised in any Consignment;

(viii) the Customer's failure to include the relevant Commodity Code, where required, pursuant to Condition 2(h)(ii);

(ix) the Customer's failure to provide correct written notification in advance of any Consignments and/or goods comprised within any Consignment which are not standard or permanent exports as required pursuant to Condition 2(h)(iii);

(x) the Customer's unreasonable detention of vehicles, containers, sheets, pallets and like equipment;

(xi) any claim being made by any third party against the Company in respect of loss of or damage to the goods or in respect of any conversion of or interference with the goods.

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#### **15. EXTENSION OF PROTECTION TO EMPLOYEES AND AGENTS**

The Customer acknowledges and agrees that the provisions of Conditions 4, 10, 11, 12, 13, 14 and 16 shall extend to protect, limit the liability of and indemnify the employees and agents of the Company and that such provisions have been entered into and shall be enforceable by the Company for itself and as trustee or agent for such employees and agents.

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#### **16. LIEN AND DISPOSAL OF GOODS**

(a) The Company shall have a lien on all goods carried for the Customer for any amount due to the Company whether pursuant to the Contract or otherwise and for the cost of recovering the same.

(b) If the amounts owing to the Company in respect of which it has a lien are not satisfied within a reasonable time of the commencement of transit as defined in Condition 8, the Company shall be at full liberty at its own discretion to:

(i) sell the goods either privately or by auction and to apply the proceeds of any such sale in or towards any monies owing to it and the expense of the sale and shall account to the Customer for the balance remaining if any; or

(ii) destroy the goods if any sale under Condition (i) above is impractical in the opinion of the Company due to the value or saleability of the goods in question, or otherwise;

and such sale or destruction as the case may be shall be a full discharge of any liability of the Company in respect of the goods.

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#### **17. UNREASONABLE DETENTION**

The Customer must pay the Company the costs that arise if the Company's vehicles, containers, sheets, pallets and similar equipment are unreasonably detained by it. However, the Company's rights against any other person in relation to vehicles, containers, sheets, pallets and similar equipment which have been unreasonably detained will not be affected.

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#### **18. PROOF OF DELIVERY**

The Company may require a recipient of a Consignment to sign an ESCD as proof of delivery of the Consignment. Any record of the recipient's signature obtained by the Company shall be conclusive evidence of the delivery of Consignments (including the quantity of such Consignments) comprised in the Consignment. The recipient's signature and/or Scan Record shall be evidence of delivery of the Consignment.

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## 19. PERFORMANCE

The Company shall be relieved of its obligation to perform the Contract to the extent that performance is prevented or delayed by a failure or delay by the Customer to perform any obligations under these Conditions and causes beyond the reasonable control of the Company, including but not limited to, any force majeure event meaning an event beyond the reasonable control of the Company, including seizure under a legal process, consequence of war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, insurrection, military or usurped power or confiscation, requisition, destruction of or damage to property, extreme weather conditions, compliance with any law, or order of any government or public or local authority, riots, civil commotion, strikes, lockouts, general or partial stoppage or restraint of labour from whatever cause, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors, pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds, the direct or indirect effect of ionising radiations or contamination by radioactivity and, for the avoidance of any doubt, the Company's charges shall be payable in full in such circumstances, without prejudice to the Company's rights at common law to treat the Contract as frustrated.

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## 20. USE OF CUSTOMER DATA

(a) The Customer provides Personal Data (as defined in the Data Protection Act 1998, as amended or replaced by GDPR and the Data Protection Act 2018 ("Data Protection Law")) of Consignees and other individuals to the Company in order for the Company to provide the Services. The Company shall be a Data Processor and the Customer shall be a Data Controller (as defined in Data Protection Law). Each party shall comply with Schedule 1 (Data Protection).

(b) In relation to any Personal Data provided by the Customer to the Company;

(i) The Customer agrees to comply with its obligations as a Data Controller under Data Protection Law;

(ii) The Customer has obtained any necessary consents from the receiver of the goods as required under Data Protection Law for use of that Personal Data by the Company to provide the Services; and

(iii) The Customer has made the Consignee aware that such details may be used by the Company to enhance the delivery process for the Consignee and it will use notifications and Geodata for that purpose.

(c) The Company may share the Personal Data with its third party sub-processors for the purpose of providing or improving the Services in accordance with Schedule 1 (Data Protection).

(d) The Company shall not be considered a Data Controller or Data Processor for any personal and/or sensitive data that is contained within a Delivery Item.

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## 21. WAIVER

Any failure by the Company to enforce or apply any provision of these Conditions shall not constitute a waiver of that provision and shall not otherwise remove or reduce the Company's right to enforce that provision.

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## 22. SEVERABILITY

If any of these Conditions or any part is held to be invalid for any purpose, it shall for that purpose be deemed to have been omitted, but shall not prejudice the effectiveness of the rest of these Conditions.

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## 23. INTELLECTUAL PROPERTY

(a) All Intellectual Property Rights in any materials (including software) supplied by the Company to the Customer and in any methods of work and processes used by the Company in connection with this Contract are and shall remain the exclusive property of the Company. Nothing in these Conditions shall imply any licence or other permission to use or reproduce any such materials, methods and processes save as expressly agreed in writing by the Company.

(b) The Customer grants the Company (or its' subcontractors) a fully paid-up, worldwide, royalty-free licence to use the Customer's Intellectual Property Rights, including but not limited to any relevant trademark or logo, for the purpose of providing notifications to the Consignee on behalf of the Customer during the provision of Services.

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## 24. GOVERNING LAW AND JURISDICTION

The Contract and these Conditions (and any non-contractual claims arising in relation to it) shall in all respects be subject to and construed in accordance with English Law and the parties to the Contract hereby submit to the exclusive jurisdiction of the Courts of England.

Effective date 25 May 2018

Schedule 1

## Data Protection

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### 1. DEFINITIONS

"Data Controller" Has the meaning given to 'Data Controller', or 'Controller' as appropriate, in the Data Protection Laws;

"Data Breach" Means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, sorted or otherwise processed;

"Data Processor" Has the meaning given to 'Data Processor', or 'Processor' as appropriate, in the Data Protection Laws;

"Data Protection Laws" Means any and all laws, statutes, enactments, orders or regulations or other similar instruments of general application and any other rules, instruments or provisions in force from time to time relating to the processing of personal data and privacy applicable to the performance of this Agreement, including where applicable the Data Protection Act 1998, the Data Protection Bill, the Regulation of Investigatory Powers Act 2000, the Privacy and Electronic Communications (EC

Directive) Regulations 2003 (SI 2426/2003) as amended or superseded and the GDPR (Regulation (EU) 2016/679);

"GDPR" Means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing directive 95/46/EC as updated, superseded or repealed from the time to time;

"Personal Data" Has the meaning given in the Data Protection Laws.

## **2. COMPLIANCE WITH DATA PROTECTION LAWS**

2.1 The Parties shall each comply with their respective obligations under the applicable Data Protection Laws.

## **3. DATA PROCESSING OBLIGATIONS**

3.1. In respect of any Personal Data to be processed by the Company acting as Data Processor pursuant to this Agreement for which the Customer is Data Controller, the Data Processor shall:

3.1.1. provide appropriate technical and organisational measures in such a manner as is designed to ensure the protection of the rights of the data subject and to ensure a level of security appropriate to the risk;

3.1.2. only engage sub-processors where necessary to fulfil any requests of the Data Controller (including but not limited to in connection with the purposes set out in clause 5.1 below);

3.1.3. ensure that any sub-processor that is engaged to process such Personal Data by the Data Processor is subject to data protection obligations that are similar to those applicable to the Data Processor under this Schedule;

3.1.4. process that personal data only to perform its obligations under this Agreement or other documented instructions and for no other purpose save to the limited extent required by law;

3.1.5. on termination of this Agreement, at the Data Controller's option either return or destroy the personal data (including all copies of it) immediately, save that the Data Processor may retain copies of such personal data for the time period set out in clause 5.1 or for the minimum retention period required by applicable law

3.1.6. ensure that all persons authorised to access the personal data are subject to obligations of confidentiality;

3.1.7. at the cost of the Data Controller, make available to the Data Controller all information necessary to demonstrate compliance with the obligations laid out in Article 28 of GDPR and this Schedule and allow for and contribute to audits, including inspections (with any such inspections not to exceed one per calendar year), conducted by the Data Controller or another auditor mandated by the Data Controller; provided that, in respect of this provision the party carrying out the audit/inspection shall agree to any confidentiality/security obligations required by the Data Processor, and the Data Processor shall immediately inform the Data Controller if, in its opinion, an instruction infringes Data Protection Laws;

3.1.8. at the cost of the Data Controller taking into account the nature of the processing, provide assistance to the Data Controller, insofar as possible, in connection with the fulfilment of the Data Controller's obligation to respond to requests for the exercise of data subjects' rights pursuant to Chapter III of the GDPR to the extent applicable;

3.1.9. at the cost of the Data Controller provide the Data Controller with assistance in ensuring compliance with articles 32 to 36 (inclusive) of the GDPR (concerning security of processing, data breach notification, communication of a personal data breach to the data subject, data protection impact assessments, and prior consultation with



supervisory authorities) to the Data Controller, taking into account the nature of the processing and the information available to the Data Processor;

3.1.10. notify the Data Controller without undue delay (and in any event, within 24 hours of becoming aware of a security breach in respect of Personal Data that it processes on behalf of the Data Controller) in writing if the Data Processor becomes aware of a Data Breach; and

3.1.11. maintain a record of its processing activities in accordance with Article 30(1) of the GDPR.

**4. INTERNATIONAL DATA TRANSFERS**

4.1. In respect of any Personal Data to be processed by a party acting as Data Processor pursuant to this Agreement for which the other party is Data Controller, the Data Processor shall be permitted to transfer the Personal Data outside the EEA or to an international organisation

4.1.1. if it ensures appropriate levels of protection, including any appropriate safeguards if required, are in place for the Personal Data in accordance with the Data Protection Laws, in respect of which the Data Controller grants permission for the Data Processor to enter into ‘Standard Contractual Clauses’ (contractual clauses provided by the European Commission with the purpose of safeguarding Personal Data when it is transferred from a Data Controller inside the EU to a Data Processor outside the EEA) on its behalf;

4.1.2. documenting and evidencing the protections and adequate safeguards in clause 4.1.1 above and allowing the Data Controller access to any relevant documents and evidence.

**5. DETAILS OF PROCESSING ACTIVITIES**

5.1. The following table sets out the details of processing as required by Article 28 of GDPR:

<p>Purposes for which the Personal Data shall be processed Please specify the purposes for which the Data Processor intends to process the Personal Data.</p>	<p>The purpose of processing of the data is to: deliver/collect goods to/from the consignees of our Customers; send notifications and provide tracking information regarding deliveries; support the process of performing and improving the services (including fraud prevention, ‘in-flight options’ and delivery preferences); and fulfil any other instructions/requests from the Data Controller in compliance with the terms of this Data Processing Agreement and our Standard Terms and Conditions of Carriage.</p>
<p>Description of the categories of the data subjects  Please specify the categories of data subject whose Personal Data shall be processed under this Agreement.</p>	<p>Consignees - Parcel recipients that are the Customer’s clients/customers.</p>

<p>Description of the categories of Personal Data Please specify the categories of Personal Data that shall be processed under this Agreement.</p>	<p>Consignee details including (as applicable) name, address, email address, telephone number, photographs of property and/or parcels to evidence delivery.</p>
<p>The envisaged time limits for erasure of the different categories of Personal Data Please specify how long you think the Personal Data will be retained for, where possible.</p>	<p>DPD retains personal data no longer than necessary and only for the purposes it was obtained for. We review the length of time we keep personal data using the three principles below.</p> <p>We consider the purpose or purposes we hold the information for in deciding whether (and for how long) to retain it; We securely delete information that is no longer needed for this purpose or these purposes; We update, archive or securely delete information if it goes out of date.</p> <p>There may be a requirement to retain data for longer periods due to regulatory requirements. The envisaged time limits for each category are as follows; Customer Collection Requests - 10 Months Track &amp; Trace (Parcel Tracking) - 10 Months Shipping Data via SFTP Gateway - Up to 10 Days Depot Operations - 14 days Handheld Unit - 14 days Invoice &amp; Credit Statements (including name, address of consignee) - 7 Years All Images (including proof of delivery, calling card, consignment notes) - 3 years Customer Notifications - 3 years (to support claims and losses)</p>
<p>General description of technical and organisational security measures Where possible, please describe the measures put in place under Article 32(1) GDPR.</p>	<p>Access control Firewall System backup Disaster recovery plan</p>
<p>Authorised Sub-Processors</p>	<p>Delivery sub-contractors The type of service selected, destination location of the Consignee and any changes requested by the Customer will influence which sub-processors are necessary to complete</p>

Categories of sub-processors who will process Personal Data.

the delivery. This category of sub-processors includes DPD self-employed ODFs and selected third-party deliver partners including Pick Up Shop network where necessary to complete the delivery of the parcel in accordance with the particulars of the service.

Service Sub-Contractors

This includes sub-contractors that provide support systems/services that allow us to provide delivery and collection and Customer contact services such as:

Data Centres

Notifications services comprising of text messages, emails and push notifications

Hosting services

Data translation providers