

DHL ECOMMERCE UK LIMITED

# **DHL DOMESTIC PARCEL CONDITIONS**

(April 2024)



**SCHEDULE 1 – DHL DOMESTIC PARCEL CONDITIONS**

**1. Scope**

- 1.1. DHL ECOMMERCE's services are subject to different conditions of carriage depending on the nature of the particular services. These Domestic Parcel Conditions (the "Conditions") apply to all DHL ECOMMERCE services where Shipments are both collected and delivered wholly within territories forming part of England, Scotland, Wales, and Northern Ireland and are intended to be read in conjunction with any additional terms set out either in a rate agreement, bespoke agreement, and/or side letter agreement (the "Customer Contract").
- 1.2. These Conditions, together with the Customer Contract form the entire agreement between you (the "Sender") and DHL ECOMMERCE. Each party acknowledges that it has not relied on any representation, whether oral or in writing save as expressly incorporated in these Conditions or the Customer Contract, and accordingly, no contractual terms shall be valid unless they are expressly set out in writing in the Customer Contract or in these Conditions.
- 1.3. For the avoidance of doubt, the Sender agrees that any instructions it or a Recipient might give in respect of the manner in which Shipments are collected or delivered in the course of using DHL ECOMMERCE's services shall not constitute legally binding contractual obligations. Notwithstanding the foregoing, DHL ECOMMERCE shall use its reasonable endeavours to accommodate such instructions where reasonably possible and appropriate to do so.
- 1.4. In the event of any conflict between the terms in these Conditions and the Customer Contract, terms of the Customer Contract shall prevail.

**2. Defined Terms**

In these Conditions the words below shall have the following meanings unless the context requires otherwise:

<b>Account</b>	means the DHL ECOMMERCE account set up for the Sender;
<b>Account Number</b>	means the number assigned to the Account or the number assigned to any subsidiary accounts set up for the Sender as applicable;
<b>Address Label</b>	means an address label, whether produced from DHL ECOMMERCE software or otherwise, that is in a format and contains such information as is required and approved by DHL ECOMMERCE;
<b>Agreed Collection Window</b>	means the period of time as stated by the Sender in a Shipment note, or as may be stated in the Customer Contract during which a Shipment may be collected;
<b>Alternative Address</b>	means an address other than the Delivery Address that has been specified by the Sender, or the Recipient;
<b>BFPO</b>	means the British Forces Post Office;
<b>Charges</b>	means the rates and prices for the DHL ECOMMERCE services selected by the Sender and set out in the Customer Contract;
<b>Child Account</b>	means a secondary or subsidiary Account linked to the Sender's main or Parent Account;
<b>Claims Process</b>	means the DHL ECOMMERCE claims process as published on DHL ECOMMERCE's website and amended from time to time;
<b>Collection Address</b>	means the Sender's address set out in the Customer Contract from which Shipments are to be collected;
<b>Conditions</b>	has the meaning attributed to it in Condition 1.1;
<b>Customer Contract</b>	has the meaning attributed to it in Condition 1.1;
<b>Dangerous Goods</b>	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 ECOMMERCE considers as dangerous to transport;
<b>Delivery Address</b>	means the address set out on the Address Label to which the Shipment is to be delivered;
<b>Extended Liability</b>	has the meaning attributed to it in Condition 7.6.2;

<b>Neighbour</b>	means a property within a reasonable vicinity of the Delivery Address taking urban density into account including without limitation properties immediately adjacent or opposite to the Delivery Address, or properties within a reasonably short drive or walk;
<b>Out of Home Location</b>	means locations whether operated by DHL ECOMMERCE or independent businesses acting on DHL's behalf where facilities, either automated (including without limitation, lockers) or otherwise, are available to receive Shipments for the purposes of enabling collection of Shipments by Recipients or the return of Shipments to Senders;
<b>Out of Home Returns</b>	means a particular Service offered by DHL ECOMMERCE where Shipments may be deposited at an Out of Home Location for return to the Sender;
<b>Parent Account</b>	means the Sender's principal Account from which Child Accounts may be created and linked;
<b>Peak Period</b>	means any period of customary peak demand on DHL ECOMMERCE's services including without limitation holiday periods, special occasions, retail events, and the period between 1 October until 31 December of each year;
<b>Peak Period Plan</b>	means the agreed plan between the Sender and DHL ECOMMERCE setting out the arrangements for volumes, collection and delivery of Shipments during a Peak Period, including without limitation, volume caps, adjustment of delivery times, and frequency of collections;
<b>POD</b>	means Proof of Delivery, a confirmation of delivery, which may take the form of photographic evidence (in digital form or otherwise) of the Shipment at the Delivery Address, or where reasonably practicable, the Recipient or Receiver's signature to supplement DHL ECOMMERCE's records with respect to the delivery of a Shipment. For the avoidance of doubt, the form of POD shall be at DHL ECOMMERCE's sole discretion;
<b>Prohibited Goods</b>	means any items which DHL ECOMMERCE will not and cannot carry in any quantity whatsoever because doing so would be illegal, or which DHL ECOMMERCE has otherwise designated as items that DHL ECOMMERCE 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;
<b>Recipient</b>	means the person named on the Address Label for whom the Shipment is intended;
<b>Receiver</b>	means any person at the Delivery Address, Alternative Address, or Neighbour who indicates that they are willing to and physically receives the Shipment on behalf of the Recipient;
<b>Restricted Goods</b>	means such goods or types of goods for which it is contrary to DHL ECOMMERCE policy then in effect to carry, including but not limited to goods that are, or contain ammunition or any type, firearms of any kind (including replica, antique, and blank firing), any items contrary to legislation (including without limitation the Offensive Weapons Act 2019), live animals; 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 ECOMMERCE may designate as being Restricted Goods from time to time;
<b>Service Option</b>	means a particular Service offered by DHL ECOMMERCE setting out the manner in which a Shipment will be delivered;
<b>Sender</b>	means the person or legal entity set out in the Customer Contract using DHL ECOMMERCE's Services.
<b>Shipment</b>	means the parcel or parcels grouped under the same Shipment Number intended for delivery at the same Delivery Address on the same occasion;

<b>Shipment Note</b>	means the order raised by the Sender through DHL ECOMMERCE's systems requiring the Services;
<b>Shipment Number</b>	means the unique number assigned to a Shipment by DHL ECOMMERCE for the purposes of identifying said Shipment. Also known as 'Consignment Number';
<b>Standard Liability</b>	has the meaning attributed to it in Condition 7.6.1;
<b>Unclaimed Shipment</b>	means a Shipment for which the Sender or Recipient can be identified but neither are able or willing to collect such Shipment from DHL ECOMMERCE for whatsoever reason;
<b>Unidentifiable Shipment</b>	means a Shipment for which DHL ECOMMERCE, using reasonable endeavours, cannot identify either the Sender or the Recipient;
<b>Unsuitable Goods</b>	means such items that are, by their nature or design, delicate, fragile, prone to perishment, or may otherwise be unsuitable for travelling through a loose load network where Shipments may be shunted, shaken, stacked, or collide with other Shipments, even if reasonable precautions are taken with the respect to the packaging used, or items and categories that DHL ECOMMERCE designates as unsuitable for transport;
<b>Valuable Goods</b>	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 (other than costume jewellery);
<b>Value</b>	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. Where the item is a cheque, voucher, stamp, stored value card or similar item, the Value of such items shall be the actual cost of re-issuing the cheque, stamp, voucher, stamp, card, or similar item.

- In these Conditions, the following rules apply:
- 2.1.1. a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
  - 2.1.2. a reference to a party includes its personal representatives, successors or permitted assigns;
  - 2.1.3. 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; and
  - 2.1.4. any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 3. The Sender's Account**
- 3.1. Prior to the commencement of trading, DHL ECOMMERCE shall set up an Account for the Sender and assign an Account Number.
  - 3.2. Where the Sender wishes or DHL ECOMMERCE deem it appropriate to segregate Shipments received under the Sender's Account, for example for the purposes of keeping track of Shipments intended for particular areas or collected from certain addresses, DHL ECOMMERCE may assign subsidiary Account Numbers ("Child Account") under the Sender's Account (also known as the "Parent Account" where Child Accounts have been created).
  - 3.3. In the event that there has been or likely to be, in DHL ECOMMERCE's reasonable opinion, little or no activity under any Account Number for at least six months, DHL ECOMMERCE shall be entitled to suspend or close that Account Number or review and revise the Charges. In the event that the Account Number in question is that of the Parent Account, DHL ECOMMERCE shall be entitled to suspend or close the Parent Account by giving 14 days' prior written notice, and also review and revise the Charges. For the avoidance of doubt, closure of the Parent Account shall automatically close all associated Child Accounts and terminate the Customer Contract.
  - 3.4. The Sender agrees that it is the Sender's continuing responsibility to ensure that its details in its Account are up to date and accurate. Failure to comply with this condition 3.4 shall entitle DHL ECOMMERCE to terminate the Customer Contract for cause by giving written notification to the address stated in the Account.

**4. Shipments**

4.1. The Sender warrants that it is either the owner of, or is otherwise legally authorised to dispose of all Shipments it requests DHL ECOMMERCE to collect and/or deliver under the Customer Contract. The Sender shall ensure that and duly warrants that Shipments:

Contents

- 4.1.1. shall not contain (subject to Condition 4.1.3) any Prohibited Goods, Restricted Goods, Unsuitable Goods, Dangerous Goods, Valuable Goods, or out of scope items;
- 4.1.2. shall comply with all applicable laws both in respect of the Shipment and the circumstances for which the Shipment forms part, including any sale of contract of which the Sender is party to;
- 4.1.3. in the case where the Sender wishes to send Shipments containing Restricted Goods or items that are otherwise outside the scope of these Conditions and/or the Customer Contract, shall only contain such items that DHL ECOMMERCE has agreed in writing to carry. By way of example, where the Customer Contract states that the nature of Shipments to be carried are clothes, Shipments that contain anything other than clothes (e.g. electrical items) shall be deemed to be out of scope unless DHL ECOMMERCE has expressly agreed in writing to carry such items.

**Should DHL ECOMMERCE have expressly agreed in writing to carry any Restricted Goods or items that are otherwise outside the scope of these Conditions and/or the Customer Contract, DHL ECOMMERCE shall not be liable for any loss, damage or delay to such Shipments and the Sender accepts that such Shipments shall be carried at the Sender's sole risk;**

Address Labelling

4.1.4. shall be properly labelled with an Address Label securely affixed in a position that allows such Address Label to be clearly and legibly read;

Weights and Dimensions

4.1.5. shall not exceed the maximum weight and dimensions that would render such shipment, in DHL ECOMMERCE's reasonable opinion, to be unsafe for a single person to handle. For the avoidance of doubt, any failure by the Sender to comply with this Condition 4.1.5 shall entitle DHL ECOMMERCE to take whatever measures it deems reasonable at the Sender's cost, including without limitation levying a surcharge for handling such non-compliant Shipments; and

Packaging

4.1.6. shall be properly packaged using material that is appropriate and designed for the purpose of protecting the Shipment and its contents from the ordinary risks associated with transportation through a loose load network where the Shipment may be shunted, stacked, or collide with other shipments during sortation and transportation. For the avoidance of doubt, marking Shipments to indicate fragility, correct orientation and/or handling instructions, or the use of shock labels, does not constitute proper packaging or valid instructions. The Sender acknowledges and accepts that such markings on Shipments have no value whatsoever and DHL ECOMMERCE shall be entitled to disregard such markings.

4.2. For the avoidance of doubt, original manufacturer's packaging of items forming a Shipment shall be considered an integral part of such item. The Sender shall ensure that the original manufacturer's packaging of an item is protected as if it were the item itself.

Information Requirements

4.3. The Sender acknowledges and agrees that it shall provide DHL ECOMMERCE with accurate information both at the time of requesting a Service and upon request in good faith and in a timely manner. The Sender agrees that DHL ECOMMERCE shall not be liable for any loss, damage, delay or mis-delivery that arises from any defective information or failure to provide accurate information in accordance with this Condition 4.3.

4.4. The Sender acknowledges that in addition to making a Shipment available for collection, the provision of all relevant information required by DHL ECOMMERCE prior to the collection of such Shipment is critical in helping to ensure that the Services are provided and charged for in a timely and efficient manner.

4.5. The Sender shall ensure that in respect of each and every Shipment:

- 4.5.1. all information required by DHL ECOMMERCE to provide the Services (including without limitation any manifest, pre-notification, and data file) is provided in good time prior to the collection of such Shipment; and
- 4.5.2. the information the Sender provides pursuant to Condition 4.5.1 is true, complete, and accurate.

4.6. The Sender further acknowledges and accepts that any failure on its part to comply with Condition 4.5 may lead to errors in both the delivery and the charging of Shipments in which event DHL ECOMMERCE, shall not be liable to the Sender for any delay to the Shipment and further shall reserve the right to:

- 4.6.1. take any and all such action at the Sender's cost as it deems to be reasonably necessary in order to perform the Services; and
- 4.6.2. at its discretion, to charge the Sender an administration fee to reflect the costs incurred by DHL ECOMMERCE in attempting to perform the Services (e.g. the performance of a collection of a Shipment that has not been made available to collect).

Shipments to Northern Ireland – Windsor Framework

4.7. The Sender acknowledges that it is solely responsible for ensuring that its Shipments comply with the legislative requirements and government guidance for cross border transport into Northern Ireland also known as the 'Windsor Framework'. DHL ECOMMERCE is not liable in anyway for any failure of any Shipment intended for transport to Northern Ireland that fails to comply with the Windsor Framework. The Sender also accepts that DHL ECOMMERCE is required to disclose information with respect to the Sender, the Shipment and the Recipient to the appropriate authorities and therefore consents to such disclosure by sending a Shipment to Northern Ireland.

4.8. Further information may be found at DHL ECOMMERCE's website. Such information does not constitute formal advice from DHL ECOMMERCE and it remains the Sender's sole responsibility to ensure that any Shipment it sends to Northern Ireland complies with all applicable legislation including without limitation, the Windsor Framework

**Consequences of failing to comply with Condition 4.1- IMPORTANT**

**4.9. The Sender accepts and acknowledges that where it fails to comply with Condition 4.1, whether in whole or in part:**

- 4.9.1. DHL ECOMMERCE shall not be liable for any loss of or damage (or delay) to non-compliant Shipments. Accordingly, such non-compliant Shipments shall be carried at the Sender's own risk; and**
- 4.9.2. where the Sender's failure to comply with its obligations or breaches of warranty under Condition 4.1 results in harm, loss, or damage to DHL ECOMMERCE or any third parties, the Sender shall indemnify and hold DHL ECOMMERCE harmless in respect of any claims, losses, damages, awards, costs (including reasonable legal costs), and expenses it may suffer or otherwise receive from any third party arising from or connected with such failure to comply or breach of warranty by the Sender.**

Shipment Volumes

4.10. The Sender acknowledges that in addition to weight and dimensions, the volumes of Shipments it sends through DHL ECOMMERCE and when, is a principal factor both in the pricing for the Services, and helping DHL ECOMMERCE effectively manage its network. The Sender therefore agrees that:

- 4.10.1. DHL ECOMMERCE may at any time require volume forecasts and the Sender shall, in all good faith, provide such information in a timely manner;
- 4.10.2. in the event that actual volumes diverge materially (in DHL ECOMMERCE's reasonable opinion) from forecasts provided by the Sender, DHL ECOMMERCE shall be entitled to review and revise the pricing then in effect for the Services;
- 4.10.3. it will assist DHL ECOMMERCE in its Peak Period preparations by co-operating with DHL ECOMMERCE (if required) in good faith in the agreeing and implementation of a Peak Period Plan setting out, amongst other things, the volumes, frequency, collection and delivery arrangements of Shipments throughout a Peak Period. For the avoidance of doubt, where a Peak Period Plan has not been agreed for whatsoever reason, DHL ECOMMERCE shall be entitled to make such changes to the arrangements it has in place with the Sender as it reasonably sees fit to ensure the smooth running of its network during a Peak Period;

Collections

4.11. DHL ECOMMERCE shall collect Shipments from the Sender at the Collection Address(es) set out in the Customer Contract. Unless otherwise stated in the Customer Contract, any agreed collection windows are indicative and failure by DHL ECOMMERCE to collect Shipments within such collection windows shall not be a breach of contract unless the Sender can establish that DHL ECOMMERCE failed to use reasonable endeavours in attempting collection.

4.12. In the event of a failed collection for which the Sender has established that DHL ECOMMERCE failed to use reasonable endeavours, the Sender's sole remedy shall be as set out in Conditions 7.10 and 7.11 (Liability for Delay).

4.13. In the case of bulk collections from Collection Addresses requiring the use of large vehicles, the Sender shall be responsible for the loading of Shipments onto DHL ECOMMERCE's collection. DHL ECOMMERCE shall not be obliged to assist in the loading of Shipments, and any assistance required by the Sender shall be at the Sender's risk.

4.14. The Sender shall ensure that the correct Shipments are made available for DHL ECOMMERCE to collect. DHL ECOMMERCE reserves the right to charge the Sender where DHL ECOMMERCE has attempted collection of a Shipment but the Sender has failed to make the Shipment available for collection for whatsoever reason.

4.15. The Sender may request DHL ECOMMERCE to collect Shipments from addresses other than the Collection Address for return to the Sender ("Third Party Collection/TPC"), or onward delivery to another address ("Third Party Carry Forwards/TPCF"). The Sender acknowledges that such TPCs and TPCFs are subject to a mandatory Extended Liability Cover limit of £500 per Shipment. The Sender may choose to opt out, in which case, the Shipment will be carried entirely at the Sender's risk, DHL ECOMMERCE shall bear no liability to the Sender for any loss of or damage to the Shipment, and the Sender shall make its own arrangements with respect to insurance.

**5. Services**

Service Options

5.1. DHL ECOMMERCE offer a range of Service Options for which further details are set out in the Customer Contract or such other documents as may be published by DHL ECOMMERCE. Furthermore, not all Service Options are available in all geographical areas. It is the Sender's responsibility to choose the appropriate Service Option for the Shipment it wishes to send.

5.2. Irrespective of the selected Service Option, the Sender acknowledges and agrees that:

- 5.2.1. DHL ECOMMERCE shall have sole discretion over the means and manner by which it provides the Services including without limitation, modes of transportation, means of processing and sortation and routes;
- 5.2.2. time is not of the essence in the provision of the Services. DHL shall use its reasonable endeavours to perform the Services within any timescales it may indicate, but such timescales are indicative and are not contractually binding. Failure to perform the Services shall not constitute a contractual breach;
- 5.2.3. the failure to obtain a valid POD is not a breach of contract. A POD is a confirmation that a Shipment was delivered and certain of DHL ECOMMERCE's Service Options do not

require the obtaining of a POD. DHL ECOMMERCE's records shall be definitive evidence of delivery, unless the Sender is able to provide tangible and compelling evidence that DHL ECOMMERCE's records are incorrect;

5.2.4. it is the Sender's responsibility to inform and advise the Recipient of a Shipment of the limitations of the Service Option that the Sender has selected and that in the case of non-delivery, damage, or delay to a Shipment, the Recipient's recourse should be against the Sender. For the avoidance of doubt, DHL ECOMMERCE's liability to the Sender for such non-delivery, damage, or delay to a Shipment shall be subject to Condition 7; and

5.2.5. at all times, DHL ECOMMERCE is performing the Services for the benefit and on behalf of the Sender. Accordingly, the Sender agrees to indemnify and hold DHL ECOMMERCE harmless against any losses, claims, damages, awards, costs and expenses (including reasonable legal expenses) arising from or connected with any claim or complaint by a Recipient or other third party.

Delivery

5.3. The delivery options that can be selected by the Sender are as follows, in the event that that Sender does not select a delivery option, Shipments shall be delivered in accordance with the Default (YYY) mode set out below:

Delivery Option	Description
<b>Default (YYY)</b>	DHL ECOMMERCE shall deliver to the specified Delivery Address, but if there is no-one to receive the Shipment, DHL ECOMMERCE may at its discretion either deliver the Shipment to a Neighbour, deliver the Shipment to an Out of Home Location, re-deliver subject to Condition 6.1.4 (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 ECOMMERCE'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.
<b>Delivery Address only (NYN)</b>	DHL ECOMMERCE shall deliver to the specified Delivery Address only but if there is no-one present to receive the Shipment, DHL ECOMMERCE shall re-deliver subject to Condition 6.1.4 (or the Customer Contract). If it is not possible to complete delivery for any reason (e.g. no one to receive the Shipment), DHL ECOMMERCE shall either deliver the Shipment to a nearby Out of Home Location, or otherwise hold pending further instructions from the Sender or the Recipient with respect to its re-delivery, return, or collection.
<b>Leave Safe</b>	DHL ECOMMERCE 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 ECOMMERCE may leave the Shipment in a location at the Delivery Address or it may (but is not obliged to) deliver the Shipment into an Out of Home Location, re-deliver subject to Condition 6.1.4, 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 ECOMMERCE 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.
<b>Alternative Address</b>	DHL ECOMMERCE 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 Out of Home Locations) is enabled by default. Should the Sender wish to deny Recipients the ability to specify alternative delivery addresses, it shall contact DHL ECOMMERCE to request removal of this option from the Sender's Account(s).
<b>Out of Home</b>	DHL ECOMMERCE shall deliver the Shipment to an Out of Home Location for collection by the Recipient within a period of time.

Additional Sender Services

5.4. In addition to the delivery options, the Sender may select one or more of the optional delivery services ("Sender Services") set out in more detail at DHL ECOMMERCE's website. Sender Services may include for example PIN or Age verification on delivery. DHL ECOMMERCE reserves the right to introduce, amend, or withdraw Sender Services at any time, therefore it is the Sender's responsibility to ensure that the Sender Service it wishes to use is available at the point of raising a Shipment Note.

5.5. The Sender agrees to, and shall inform the Recipients prior to the delivery of any Shipments of the following conditions of delivery:

5.5.1. DHL ECOMMERCE does not deliver to the Recipient in person but to the threshold of a Delivery Address, to an Out of Home Location, or to the threshold of an Alternative Address (as applicable);

5.5.2. DHL ECOMMERCE does not deliver to post office boxes, including without limitation, those operated by the BFPO;

- 5.5.3. Where the Delivery Address is in multiple occupation (e.g. apartment blocks or offices) and has a central area for receiving deliveries, DHL ECOMMERCE may deliver the Shipment there (or in the case of business premises, to such other area as staff at such premises may direct);
- 5.5.4. Where PODs are required to be obtained, DHL ECOMMERCE's obligation is to obtain confirmation that a Shipment has been delivered. Confirmation may be in the form of a digital photograph at the Delivery Address, or where reasonably practicable and at DHL ECOMMERCE's sole discretion, may also be a signature from the person who received the Shipment. This may be the Recipient or a person who has indicated his/her consent to receive the Shipment on the Recipient's behalf (a "Receiver");
- 5.5.5. DHL ECOMMERCE is under no obligation to check the age, identity, or suitability of the Recipient or Receiver, nor establish or confirm their authority to receive the Shipment. The purpose of a POD is simply to corroborate the fact that the Shipment was delivered. DHL ECOMMERCE shall not be liable to the Sender or any third party for any misrepresentation of their age, identity, suitability or authority by any person receiving a Shipment;
- 5.5.6. Delivery options that do not require a POD shall be left at the Delivery Address at the Sender's sole risk and are not recommended for Shipments that contain valuable items or vulnerable to damage; and
- 5.5.7. The Sender shall indemnify DHL ECOMMERCE against any losses, damages, claims, costs and expenses by third parties arising from or connected to the Sender's decision to select a non-signature delivery option or failure to communicate the conditions set out in this Condition 5.5 to Recipients.
- 5.6. Delivery will be deemed completed when:
- 5.6.1. 5.5.1. the Shipment has
- 5.6.1.1. been delivered to the Delivery Address, Out of Home Location, Alternative Address, left with a Neighbour; or
- 5.6.1.2. otherwise collected by the Recipient or their representative from DHL ECOMMERCE or an Out of Home Location provided always that the Recipient/representative complies with DHL ECOMMERCE's requirements in relation to proofs of identity and residence;
- 5.6.2. DHL ECOMMERCE, in the absence of instructions to the contrary, makes one further attempt (at the Sender's cost) to deliver the Shipment; or
- 5.6.3. commencing from the date of the last attempt to deliver the Shipment, the period of time set out in DHL ECOMMERCE's procedures then in effect expires and the Shipment has not been collected by the Recipient (or collected by/returned to the Sender at its cost in accordance with DHL ECOMMERCE's then prevailing rates), in which event such Shipment shall become an Unclaimed Shipment.
- Unidentifiable and Unclaimed Shipments**
- 5.7. The Sender acknowledges and accepts that DHL ECOMMERCE cannot be expected to store all unidentifiable or unclaimed Shipments indefinitely. Accordingly, DHL ECOMMERCE may sell, destroy or otherwise dispose of such Shipments provided that before doing so:
- 5.7.1. in the case of unidentifiable Shipments, DHL ECOMMERCE 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
- 5.7.2. where a Shipment is unclaimed or where the sender is identifiable, DHL ECOMMERCE has given 6 weeks' written notice to the sender of its intention to sell, destroy or otherwise dispose of the Shipment and such Shipment is uncollected upon the expiry of such notice.
- 5.8. DHL ECOMMERCE 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.
- 5.9. In relation to unidentifiable Shipments that have been sold in accordance with Conditions 5.7 and 5.8 that are subsequently identified within 6 years of the date of sale as belonging to the Sender, DHL ECOMMERCE shall remit to the Sender the proceeds of the sale minus DHL ECOMMERCE's reasonable expenses incurred in storing and selling of the Shipment. Save as provided in the foregoing, DHL ECOMMERCE shall not be liable to the Sender in any other respect relating to such Shipment.
- Out of Home Returns – Standard and Home**
- 5.10. The Sender acknowledges and accepts that Out of Home Returns is:
- 5.10.1. only available to those Senders who specifically enter into a Customer Contract specifying access to this particular Service Option, which allows a Recipient to either deposit a Shipment at an Out of Home Location ("Standard"), or request that DHL ECOMMERCE collect from the Recipient's address ("Home") for onward delivery by DHL ECOMMERCE to the Sender;
- 5.10.2. intended to facilitate the return of Shipments containing goods that may be used or damaged, therefore the Sender shall not hold DHL ECOMMERCE liable in any way whatsoever for any damage to Shipments howsoever caused. For the avoidance of doubt, DHL ECOMMERCE shall be liable to the Sender for any Out of Home Returns Shipments that are lost through the fault of DHL ECOMMERCE in accordance with the selected liability scheme set out in Condition 7.6;
- 5.10.3. not a time sensitive service and while DHL ECOMMERCE shall use its reasonable endeavours to return Shipments to Senders within indicated timeframes, such timeframes are purely illustrative, and DHL ECOMMERCE is under no obligation to return Shipments within such indicative timeframes;
- 5.10.4. only available during Working Days, and therefore references to days or transit times in this Service Option do not include weekends and public holidays;
- 5.10.5. subject to daily cut-off times after which any Shipments accepted by an Out of Home Location or collected by DHL ECOMMERCE (Home) will not be processed until the following Working Day;
- 5.10.6. subject to weight and dimension restrictions (as may be amended by DHL ECOMMERCE from time to time). The Sender shall check the applicable restrictions then in effect and ensure that Shipments do not exceed the weight and dimensions set out in this Condition 5.10; and
- 5.10.7. in the case of Standard Shipments, subject in all cases to the Out of Home Location electing to accept the Shipment for return. The Sender further acknowledges that an Out of Home Location that is operated by an independent business acting as agent for DHL ECOMMERCE reserves the right to refuse to accept a Shipment for return if it reasonably believes that the Shipment does not comply with these Conditions. DHL ECOMMERCE shall not be liable to the Sender or any third party in respect of any losses arising from or connected with an Out of Home Location's reasonable exercise of such right.
- 5.11. The Sender shall ensure and procure that all Shipments that are returned through Out of Home Returns (whether Standard or Home) by Recipients comply with Condition 5.10 and accepts that DHL ECOMMERCE shall not be liable to the Sender or any third party for any loss, damage, or delay arising from or connected with a Shipment that fails to comply with this Condition 5.11.
- 5.12. The Sender shall indemnify DHL ECOMMERCE and hold it harmless against any losses, damages, fines, costs (including reasonable legal costs), awards, judgments and orders arising from or connected with the failure of the Sender (or Recipient) in complying with Conditions 5.10 and 5.11.
- 6. Pricing Payment and Invoicing**
- 6.1. Unless otherwise stated in the Customer Contract:
- 6.1.1. the basis of the Charges is calculated and invoiced on the information provided by the Sender to DHL ECOMMERCE pursuant to Condition 4.5 (the "Required Information"), subject to Conditions 6.1.2 to 6.1.4; and
- 6.1.2. notwithstanding Condition 6.1.1, DHL ECOMMERCE may adjust the Charges where:
- 6.1.2.1. the actual volumes of Shipments collected exceed that indicated by the Required Information; and/or
- 6.1.2.2. the actual weight (whether deadweight or volumetric weight) and/or dimensions of Shipments collected exceed those indicated by the Required Information; and
- 6.1.2.3. for the avoidance of doubt, Charges shall be always calculated on whichever is the greater of a Shipment's actual (dead), volumetric, or declared weight; and
- 6.1.3. the Sender acknowledges and accepts that Shipments that are collected for which the Required Information has not been provided to DHL ECOMMERCE in good time prior to collection shall:
- 6.1.3.1. be deemed to be 'extras' and shall be processed and delivered on a standard next business day 'non signature mandatory/leave safe' Service Option, irrespective of the Service Option the Sender may have intended such Shipment to be delivered under; and
- 6.1.3.2. DHL ECOMMERCE may, in its sole discretion levy an administration charge in respect of its costs in processing and delivering Shipments for which the Required Information has not been provided by the Sender for whatsoever reason.
- 6.1.4. The Charges are based on a single attempt to collect and deliver only. **Further attempts to collect and/or deliver shall be charged at DHL ECOMMERCE's then prevailing rates;**
- 6.1.5. **DHL ECOMMERCE may vary the Charges at any time on 14 calendar days' prior notice, at which point if the Sender continues to use DHL ECOMMERCE's Services, such use will constitute acceptance of the amended Charges;**
- 6.1.6. where Charges are expressed to be fixed for a period of time, such Charges are conditional on the Sender complying and continuing to comply with the agreed Monthly Traffic Profile throughout the fixed period. Failure to do so shall entitle DHL ECOMMERCE to review such Charges and in its sole discretion vary such Charges pursuant to Condition 6.1.5;
- 6.1.7. 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 ECOMMERCE. For the avoidance of doubt the Sender acknowledges, agrees and accepts that:
- 6.1.7.1. nothing in these Conditions or the Customer Contract obliges DHL ECOMMERCE to offer credit terms (including without limitation payment terms and trading or credit limits);
- 6.1.7.2. any such credit terms offered by DHL ECOMMERCE is wholly at the discretion of DHL ECOMMERCE and may be withdrawn by DHL ECOMMERCE at any time upon written notice;
- 6.1.7.3. DHL ECOMMERCE reserves the right to conduct checks on the Sender's credit background and review and revise such credit terms at any time if DHL ECOMMERCE in its sole discretion deems it appropriate to do so; and
- 6.1.7.4. DHL ECOMMERCE shall be entitled to suspend the provision of the Services at any time in the event that DHL ECOMMERCE in its sole discretion determines that the Sender is or is likely to breach such credit terms;
- 6.1.8. where the Sender has elected to pay by direct debit, the cancelling or failing to pay a direct debit shall entitle DHL ECOMMERCE to suspend the Services. Any agreed credit or payment terms shall automatically terminate and the standard payment terms set out in Condition 6.1.7 shall apply.
- 6.2. Notwithstanding any provision to the contrary in these Conditions or the Customer Contract, DHL ECOMMERCE reserves the right to recover any additional costs it incurs as a result of continuing to perform its services to the Sender arising from or connected with any event or circumstance falling into Condition 7.2.4.
- 6.3. 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;
- 6.4. 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 the Sender's responsibility to ensure it fully pays any such tax or other charges.
- 6.5. Without prejudice to any of DHL ECOMMERCE's rights, if the Sender fails to pay any sum payable to DHL ECOMMERCE by its due date DHL ECOMMERCE may:
- 6.5.1. suspend provision of the Services;
- 6.5.2. set off any amount (irrespective of whether they have been invoiced or payable) DHL ECOMMERCE may owe the Sender against any sums the Sender owes to DHL ECOMMERCE;
- 6.5.3. 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
- 6.5.4. recover any costs and expenses, including legal expenses, incurred in collecting such outstanding sums on an indemnity basis.
- 6.6. DHL ECOMMERCE Services are provided on a 'pay first, dispute later' basis. The Sender agrees that it will pay DHL ECOMMERCE'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 Condition 6.6 in which event, the Sender agrees that DHL ECOMMERCE may recover such sums from it and the Sender shall reimburse DHL ECOMMERCE in full on an indemnity basis, DHL ECOMMERCE's costs in taking such recovery action.
- 6.7. If the Sender wishes to query or dispute an invoice, it must raise that with DHL ECOMMERCE in writing within 28 days of the date of the invoice as the sooner DHL ECOMMERCE receives a query or dispute, the easier it is for DHL ECOMMERCE to investigate and resolve it. If a query or dispute is not received within the time period set out in this Condition 6.7, 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**
- 7.1. In the event that a Shipment is lost, damaged or delayed by DHL ECOMMERCE, the following provisions in this Condition 7 shall apply, unless stated otherwise in the Customer Contract and shall constitute the extent of each party's liability to the other whether under contract, tort, bailment or at law generally.
- 7.2. DHL ECOMMERCE 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, misstatement, or misrepresentation by the Sender;
- 7.2.2. failure of the Sender to comply with these Conditions and/or the Customer Contract;
- 7.2.3. 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;
- 7.2.4. circumstances outside of DHL ECOMMERCE's reasonable control (whether foreseeable or otherwise), 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 ECOMMERCE employees), compliance with law, order, rule, regulation or direction, seizure under legal process, national emergency, pandemic or epidemic, 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. For the avoidance of doubt, the Sender accepts and agrees that in circumstances that fall within this Condition 7.2.4, DHL ECOMMERCE shall be entitled, notwithstanding any provision to the contrary in these Conditions or the Customer Contract to take whatever action it deems (in its sole discretion) appropriate to maintain its network and continue performing its services to customers in such circumstances including without limitation implementing new processes, procedures, policies, service options and charges, or amending, suspending or withdrawing existing processes/procedures, policies, services options, and charges; or
- 7.2.5. subject to Condition 4.1.3, sends goods that are Prohibited Goods, Restricted Goods, Unsuitable Goods, Dangerous Goods, Valuable Goods, or out of scope items.
- 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 and whether caused negligently or otherwise or caused by or connected to a breach of these Conditions, the Customer Contract, or some other failure to perform the Services.
- 7.4. Where the Sender is a carrier or otherwise resells DHL ECOMMERCE Services to third parties, the Sender agrees to waive its rights in respect of any loss, damage or delay to a Shipment as consideration for preferential Charges. The Sender shall be responsible for resolving any claim by its own customer in respect of such Shipment and indemnify DHL ECOMMERCE in respect of any losses or liability arising from claims by such customers against DHL ECOMMERCE.
- 7.5. Nothing in this Agreement limits either party's liability in respect of personal injury, fraud, fraudulent misrepresentation or otherwise to the extent where it is unlawful to limit its liability.
- Loss or Damage to Shipments**
- 7.6. All Shipments sent through the DHL ECOMMERCE Network are subject to Standard Liability (which is included in the Charges for the Shipment) or Extended Liability (at additional cost). DHL ECOMMERCE's liability is fault based, which means that DHL ECOMMERCE is liable **only where it is established that the loss or damage (or loss only in the case of Out of Home Returns) is DHL ECOMMERCE's fault**. The Sender accepts that it is the Sender's responsibility to ensure that it either selects the appropriate liability scheme or makes its own arrangements as it is best positioned to know the value of the Shipment. DHL ECOMMERCE's liability schemes are as follows: **Standard Liability**
- 7.6.1. In the event of loss or damage (or loss only in the case of Out of Home Returns), **DHL ECOMMERCE's liability will be calculated based on the Value of the Shipment up to a maximum of £75 per Shipment.**
- Extended Liability**

- 7.6.2. The Sender may purchase Extended Liability from DHL ECOMMERCE in units of £1,000 and it may purchase a maximum of 5 units in respect of any Shipment. In the event of loss or damage, DHL ECOMMERCE'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. **For the avoidance of doubt, Extended Liability is not available for Out of Home Returns.**
- For the avoidance of doubt, the Sender acknowledges and accepts that DHL ECOMMERCE's liability is on a per Shipment basis, and Shipments may contain one or more parcels. In the event that a Shipment contains more than one parcel, the caps set out in this Condition 7.6 apply in aggregate to all parcels in a Shipment. For example, the cap set out in Condition 7.6.1 shall apply irrespective of whether the Shipment contains one or more parcels.
- Claims Process
- 7.7. The Sender accepts that it is important, where loss or damage occurs, that it must be reported quickly so that DHL ECOMMERCE can investigate and determine whether such loss or damage is its fault when the most evidence exists.
- 7.8. The Sender shall for each Shipment it wishes to claim for, follow and comply with the Claims Process set out at <https://www.dhl.com/gb-en/ecommerce/uk/help/business-support.html> 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 ECOMMERCE.**
- 7.9. The Sender acknowledges and agrees that all title and rights it holds over the Shipment shall automatically transfer to DHL ECOMMERCE upon payment of compensation by DHL ECOMMERCE to the Sender, excepting where the purpose of such compensation is to cover the cost of repair in case of damaged Shipments. Upon receipt of such payment, the Sender shall do all that is necessary to transfer possession title and rights in the Shipment to DHL ECOMMERCE.
- Delay
- 7.10. DHL ECOMMERCE shall only be liable for any delay to the extent that the same arises from the fault of DHL ECOMMERCE. In the event a Shipment is delayed due to DHL ECOMMERCE's fault, it may issue a refund (in whole or in part) of the Charges in the form of a credit to reflect the service actually received and the Sender agrees that this shall be the limit of DHL's ECOMMERCE's liability and the Sender's sole remedy with respect to delay.
- 8. Termination**
- 8.1. Subject to the provisions set out in the Customer Contract, any agreement between the Sender and DHL ECOMMERCE may be terminated by either party by the giving of 14 calendar days' written notice.
- 8.2. DHL ECOMMERCE may terminate any or all agreements with the Sender immediately if the Sender:
- 8.2.1. becomes, or is reasonably likely to become insolvent, bankrupt, or has appointed over it a receiver, liquidator, or otherwise enters into an arrangement (voluntary or otherwise) with its creditors;
  - 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;
  - 8.2.3. Unless otherwise stated in the Customer Contract, DHL ECOMMERCE reserves the right to close down sender accounts which it considers to have become dormant or unused for a period of time determined by DHL ECOMMERCE UK in its sole discretion as being sufficient to establish to its satisfaction that such sender accounts are inactive. Any agreement (including the Customer Contract) between the Sender and DHL ECOMMERCE shall automatically terminate upon the closing down of the Sender's account(s).
  - 8.2.4. Termination of an agreement between the Sender and DHL ECOMMERCE 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 9, 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 2018 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 ECOMMERCE or its parent company.
- 9.2. The Sender acknowledges that with respect to the provision of the Services, DHL ECOMMERCE 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 ECOMMERCE to perform credit checks on the Sender and accordingly the Sender consents for DHL ECOMMERCE to use information about and provided by the Sender for this purpose.
- 10. General**
- 10.1. DHL ECOMMERCE does not contract as a common carrier and to the extent that DHL ECOMMERCE may be considered a bailee under law, the terms of any such bailment shall be the terms of these Conditions and the Customer Contract. Any Shipment accepted for transit is accepted on these terms 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 ECOMMERCE by the Sender shall be conclusive evidence of the Sender's acceptance of these terms.
- 10.2. These Conditions may be reasonably amended from time to time by us, including, without limitation by adding or deleting Services or amending compensation levels. You should regularly refer to our website to obtain a copy of the Conditions which apply when you send a Shipment. You sending a Shipment with Us is deemed acceptance by you of the Conditions as so amended from time to time.
- 10.3. These 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 ECOMMERCE's written consent.
- 10.4. These 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.
- 10.5. It is not intended that these Conditions or any contract created on the basis thereof will be enforceable by any third party, unless expressly provided for in these Conditions.
- 10.6. The provisions of these Conditions are severable and distinct from one another, and if at any time any provision is or becomes unenforceable, the validity, legality or enforceability of the other provisions will not in any way be affected or impaired.
- 10.7. Communications and notices given by either party to the other should be addressed in the case of DHL ECOMMERCE, to its registered address at 120 Buckingham Avenue, Slough, Berkshire SL1 4LZ and in the case of the Customer, to the address as stated in the Customer Contract, or otherwise to such other addresses as may be agreed between the parties. For the avoidance of doubt, DHL ECOMMERCE reserve the right to serve notices by way of electronic communications including email, or by way of invoices whether sent by post, courier, personal service or through electronic means. Communications and notices shall be deemed served a) on the second working day (e.g. not a Saturday, Sunday or public bank holiday in England) after the date of posting if by post; and b) on 1700hrs on the day of delivery if by personal service or by courier; and c) in the event that DHL ECOMMERCE elects to send a notice via invoice, or such other electronic communication such as email, on the date of such invoice or at the time such email is received provided it is a working day and during 0900hrs to 1700hrs.
- 10.8. Unless otherwise stated in the Customer Contract, the parties agree that these Conditions are governed by English law and the parties submit to the exclusive jurisdiction of the English Courts.