

## Pack & Send - Terms and Conditions of Trade

### Definitions

- (1) "Pack & Send" - ("We" and "Us") includes Pack & Send UK Limited and/or any and all associated or subsidiary companies and/or franchises and/or their respective servants or agents who provide services under the "Pack & Send" brand. In each case your contract is with the individual Pack & Send franchisee or company with whom this contract is concluded.
- (2) "Customer" - ("You") A person or company at who's request and/or on who's behalf We carry out any Services, which includes all parties being the subject of this contract and including those named as "Shipper" and "Receiver".
- (3) "Shipper" - The person or company named as the Shipper or Sender on any carriage or other documentation, the party from whom or on who's behalf the Goods are collected or stored or any other party fulfilling that role.
- (4) "Receiver" - The party named on any carriage and other documentation as the party designated to receive or take delivery of the Goods, including any substitute party notified and/or any occupier of the designated delivery address.
- (5) "Delivery Address" - The address (including any substitute address) to which We are required to deliver Goods.
- (6) "Goods" - All property and documentation relating thereto placed into our possession or control, including, but not limited to, the goods involved in any transaction, any packaging, containers and other similar items.
- (7) "Services" - All services provided or contracted for, including , but not limited to, packing, consolidating, carriage, storage, bailment, collection, delivery, customs clearance, production of documentation and payment of any sums whatsoever on your behalf.
- (8) "Conditions" - These Terms and Conditions of Trade.
- (9) "Consignment Note" - Our standard Consignment Note in use at any material time.

1. We are not a common carrier and will accept no liability as such. All Services are provided strictly subject to these Conditions and We reserve the right to refuse to provide any Services at our absolute discretion.

2. We accept Goods subject to the following conditions:

- a) That they comply with all requirements of any applicable law or authority relating to the nature, condition and packaging of goods including any necessary documentation, including customs documentation. Any expenses and charges incurred by Us in complying with any such requirements shall be paid or reimbursed by You.
- b) That all duties, taxes, Customs charges and related expenses which We or You become liable to pay will be paid by You. Where applicable, we may request the Receiver to pay these, but this shall not affect your liability in respect thereof.
- c) That the Goods are fully and correctly described in writing on our documentation, including the Consignment Note.
- d) That the Goods do not contain explosive, inflammable or otherwise dangerous, hazardous or damaging materials other than as are specifically disclosed, and where a specific agreement to provide Services in respect thereof has been agreed.

3. We have an absolute discretion to handle any Goods or to provide Services ourselves and/or to utilise the services of agents or subcontractors. Any such agents or subcontractors shall have the protection of these Conditions.

4. You acknowledge and authorise that the Receiver, whether that be You or not, can alter the Delivery Address and/or the delivery method (including the authority to leave the shipment unattended in a 'safe place') directly with Us or a subcontractor or agent without the need for referral or approval from Us or You.

5. If You request Us to use a particular method of carriage whether by road, rail, sea or air, We will if practicable give priority to the method requested, but if that method cannot conveniently be adopted by Us, You shall be deemed to authorise Us to carry or have the Goods carried by such other method as we deem appropriate.

6. You shall be deemed to authorise any deviation from the usual route or manner of carriage or bailment of goods which may in our absolute discretion be deemed appropriate in the circumstances.

7. Our charges, including freight, will be considered earned as soon as the Goods are loaded, collected or dispatched.

8. We shall have a general lien (right to hold) over any Goods in our possession or control for all charges and other amounts payable by You to Us arising in respect of any transaction. We may sell or dispose of, by any convenient method, all or any Goods in our possession or control on 28 days notice to You and apply any proceeds in or towards the discharge of all sums due to us together with all charges and expenses including the costs of detention, sale or disposal, any legal and agents' costs.

Such sale or disposal is without liability to any person whatsoever and without prejudice to our rights to otherwise recover any amounts payable to Us in respect of any Goods and Services. Any surplus from such sale or disposal shall be held for the party entitled to the money if any. In the event that We deem Goods perishable, We shall be entitled to dispose of or sell Goods immediately on notice.

9 Determination of amount of our Liability for Loss or Damage

#### 9.1 PACK & SEND Warranty

Pack & Send Warranty is an extended service option that, subject to these Conditions, includes Us accepting an enhanced legal liability for physical loss or damage to the Goods, as set out in Clauses 9.1.1, 9.1.2, 9.1.4 and 9.1.5.

9.1.1 If You provide Us with an agreed declaration of the value of your Goods, the amount of Our liability to You in the event of loss or damage to those Goods caused by negligence or breach of contract on Our part will be determined in accordance with Clauses 9.1.2, 9.1.3 and 10 below, subject to a maximum liability of £20,000. We may agree in writing to accept liability for a higher amount, in which case We may make an additional charge. In any case the amount of our liability to you will be no greater than the amount agreed with You and detailed on the Consignment Note.

9.1.2 In the event of loss or damage to Goods in caused by negligence or breach of contract on our part, our liability to you is to be assessed as a sum equivalent to the cost of their repair or replacement, whichever is the lesser, taking into account the age and condition of the Goods immediately prior to their loss or damage, and subject to the maximum liability of £20,000 referred to in clause 9.1.1 (unless We have agreed a higher amount with You).

9.1.3 Where a lost or damaged item is part of a pair or set, Our liability to You, where it is assessed as the cost of replacement of that item, is to be assessed as a sum equivalent to the cost of that item in isolation, not the cost of that item as part of a pair or set.

9.1.4 In the event that a vessel carrying your goods takes recourse to the laws of general average or salvage as a requirement to preserve the vessel or cargo, You will be covered for your contribution to both salvage and general average charges.

9.1.5 For Services relating to personal effects We accept no liability unless We are provided in advance with a fully valued inventory of the Goods.

#### 9.2 PACK & SEND Freight Only

9.2.1 If You do not provide Us with a declaration of value, or if You do not require the Pack & Send Warranty pursuant to Clause 9.1, Our liability to You is to be determined in accordance with Clauses 9.1.3, 9.2.2 and 10.

- 9.2.2 In the event of loss of or damage to the Goods caused by negligence or breach of contract on our part our liability to you is to be assessed as the sum equivalent to the cost of their repair or replacement, whichever is the less, taking into account their age and condition immediately prior to their loss or damage, subject to a maximum liability of £50 per item. Your attention is drawn to clause 9.1.3 which also applies here.
- 9.2.3 In the event that a vessel carrying your goods takes recourse to the laws of general average or salvage as a requirement to preserve the vessel or cargo You have limited recourse against the carrier, and may be liable for general average contribution and salvage charges.
- 9.3 For Goods destined to or received from a place outside the UK:
- 9.3.1 We will only accept PACK & SEND Warranty Liability if you provide us with a detailed valuation of your goods on the valuation form which We will provide on request. All other provisions of Clause 9.1 will apply.
- 9.3.2 We do not accept liability for the loss, damage or delay to Goods confiscated, seized, removed or damaged by Customs Authorities or other Government Agencies unless caused by Our negligence or breach of contract.
- 9.3.3 We do not accept liability for loss of or damage to Goods occurring in certain overseas countries, including Gambia, Iran, Iraq, Nigeria, Libya, Lebanon, Angola, Cambodia, Vietnam, N Korea and former States of the USSR, unless caused by Our negligence or breach of contract. This list is not exhaustive and we will advise you at the time of quotation if this exclusion applies.
- We will only accept liability for loss or damage:
- a) arising from our negligence or breach of contract whilst the Goods are in our physical possession, or
  - b) whilst the Goods are in the possession of others if the loss or damage is established to have been caused by our failure to pack the Goods to a reasonable standard only where we have been contracted to pack the Goods that are subject to the claim.
- In either circumstance Clause 9.1 and 9.2 above will apply.
- 9.3.4 In the case of carriage by sea, no value will be declared or inserted in the Bill of Lading for the purpose of extending the Shipowners' liability under Article IV Rule 5(a) of schedule 1 of the Carriage of Goods by Sea Act 1924 or any other relevant statutory provisions except by express agreement in writing.
- 9.3.5 In the case of carriage by air, no optional declaration of value to increase the Air Carriers liability under the Air Carriers Liability Regulations 2004 or any other relevant statutory provisions will be made except by express agreement in writing.
- 9.3.6 In all cases where there is a choice of rates according to the extent of the liability assumed by ourselves, warehousemen or others no declaration of value (where optional) will be made for the purposes of extending liability and goods may be forwarded or dealt with whatever tariff or rates We shall at our discretion decide and We shall have no liability in respect of the choice of tariff or rates.
- 9.4 An item is defined as:
- 9.4.1 The entire contents of a box, parcel, package, carton, or similar container and
- 9.4.2 Any other object or thing that is moved, handled, or stored by us.
- 9.5 If the carrying vessel/conveyance should for reasons beyond the carriers' control, fail to deliver the Goods, or route them to a place other than the original destination, You have limited recourse against the carrier, and may be liable for the additional cost of onward transmission to the place, port or airport of destination. These are insurable risks and it is your responsibility to arrange adequate marine/transit insurance cover.
- 10 Exclusions of liability
- 10.1.1 Unless previously agreed in writing by Us, the following items must not be submitted for shipment and will under no circumstances be shipped by us.
- 10.1.2 Bonds, Securities, Stamps of all kinds, Manuscripts or other electronically held Data Records.
- 10.1.3 Plants or goods likely to encourage vermin or other pests or to cause infestation or contamination.
- 10.1.4 Perishable items and/or those requiring a controlled environment.
- 10.1.5 Furs exceeding £100 in value, jewellery, Watches, Precious Metals and Stones, Money, Coins, and Deeds.
- 10.1.6 Any animals, birds or fish.
- 10.1.7 Hazardous or dangerous Goods.
- 10.2 Other than as a result of negligence or breach of contract We will not be liable for any loss of, damage to, or delay or other failure to produce the Goods.
- 10.3 Irrespective of the Pack & Send Warranty being in place, other than as a result of our negligence or breach of contract We will not be liable for any loss of, damage to, or delay or other failure, to produce the Goods if caused or contributed to by any of the circumstances set out in Clause 10.4 below:
- 10.4
- 10.4.1 Where You or the Receiver provide authority to leave the Goods in a "safe place", whether such instruction is received electronically or otherwise, or You or the Receiver alter the delivery method to authorise an authority to leave directly with a sub-contractor;
- 10.4.2 By war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, terrorism, rebellion and/or military coup, Act of God, industrial action or other such events outside our reasonable control.
- 10.4.3 Loss or damage arising from ionizing radiations or radioactive contamination.
- 10.4.4 Loss or Damage arising from Chemical, Biological, Bio chemical, Electromagnetic Weapons and Cyber Attack.
- 10.4.5 Indirect or consequential loss of any kind or description.
- 10.4.6 By normal wear and tear, natural or gradual deterioration, leakage or evaporation from perishable or unstable goods. This includes Goods left within furniture or appliances.
- 10.4.7 By vermin, moth, insects and similar infestation, damp, mould, mildew or rust.
- 10.4.8 By cleaning, repairing or restoring unless we arranged for the work to be carried out.
- 10.4.9 By change to atmospheric or climatic conditions.
- 10.4.10 For any Goods in wardrobes, drawers, or appliances or in a package, bundle, carton, case or other container not packed by Us.
- 10.4.11 Loss of or damage to china, glassware and fragile items unless they have been professionally packed by Us
- 10.4.12 For electrical or mechanical derangement to any appliance, instrument, clock, computer or other equipment unless there is evidence of related external damage.

- 10.4.13 Loss or damage of motor vehicles caused by scratching, denting and marring unless you obtain from us a pre-collection condition report.
- 10.4.14 For any Goods which have a pre-existing defect or are inherently defective.
- 10.5 No employee, servant or agent of ours shall be separately liable to You for any loss, damage, mis-delivery, errors, omissions or other claims under the terms of this agreement.
- 10.6 Our liability will cease upon handing over Goods to You or the Receiver or upon completion of delivery, or if the Goods are sold or otherwise disposed of.
- 10.7 Unless We agree in writing a guaranteed time for performance of any Services, including collection and delivery of Goods, We are not obliged to comply with any such obligation. In the event that any such guaranteed time is not complied with, or in all the circumstances of the case Services are delayed for an unreasonable period, Our liability for such delay is limited to a maximum of a sum equivalent to the charges We have rendered in respect of the said transaction.
11. Time Limits for Claims
- 11.1 For Goods which We deliver, You must notify Us in writing of any apparent loss, damage or failure to produce any goods at the time of delivery.
- 11.2 If You or your agent or the Receiver collect the Goods, You must notify us in writing of any loss or damage at the time the Goods are handed to You, your agent or the Receiver.
- 11.3 Notwithstanding clauses 9 and 10, We will not be liable for any loss of or damage to the Goods unless a claim is notified to Us in writing as soon as such loss or damage is discovered (or with reasonable diligence ought to have been discovered) and in any event within 10 calendar days of delivery of the Goods.
- 11.4 In any event We shall be discharged of all liability whatsoever and howsoever arising in respect of any Service provided, or which We have undertaken to provide, unless suit is brought in the proper forum and written notice thereof is received by Us within nine months from the date of delivery of Goods or the date when the Goods should have been delivered. In the event that the said time period shall be found contrary to any Convention or other law compulsorily applicable the period prescribed by such convention or law shall then apply but in that circumstance only.
- 12 In the circumstances the Receiver or substitute addressee of the Goods elects to be in attendance to receive the Goods and is not in attendance at the address given during normal business hours when delivery is attempted an additional charge will be made for each attempted delivery until delivery is accomplished. If the Receiver elects not to be in attendance when the Goods are delivered then the Goods may be left without receipt at the nominated address. If the nominated address for delivery is one of our stores and the Goods are not collected within 5 business days from the date of delivery then You and/or the Receiver must pay a storage fee of £1.00 (excluding VAT) per item per day for each day the goods remain uncollected. The Goods will not be released until the charges are paid in full.
- 13 Every special instruction or request to the effect that charges shall be paid by any person other than You shall be deemed to include a stipulation that if such other person does not pay the said charges within 7 days of the date set for payment, within 7 days of the delivery or intended delivery of the Goods, You shall pay the said charges.
- In the event of import taxes, duties or any other customs charges and fees being levied then every special instruction to the effect that these charges shall be paid by any person other than You shall be deemed to include a stipulation that if such other person does not pay the said charges within 7 days of the date set for payment then You shall pay the said charges, and if a delay or failure to pay such charges should result in further costs including, but not limited to, storage, repatriation and disposal or destruction charges, then You shall also be liable for such charges.
- 14 You expressly warrant with Us that You are either the owner or the authorised agent of the owner of any Goods which are the subject matter of this contract and by entering into this contract you accept these Conditions and on behalf of any other persons for whom you are acting.
- 15 To the extent permitted by law our liability arising out of any loss or damage whether or not there has been any declaration of value of the Goods, for breach of warranty implied into these Conditions by the Supply of Goods and Services Act 1982 or otherwise or howsoever arising, is limited to any of the following as determined by the us:
- a) the supplying of the Services again; or
  - b) the payment of the cost of having the Services supplied again
- 16 In respect of any clause herein which excludes or limits our liability, We in addition to acting for ourselves, act as agent and trustee for each of our servants and also any other person or company with whom We may arrange for the carriage of the Goods. Such parties are parties to this contract so far as the said clause or clauses containing exclusions or limitations of liability are concerned and if and in so far as may be necessary to give effect to this clause We shall hold the benefit of these conditions for our servants and for any such person or company and his or its servants.
- 17 The Contract shall be governed and construed in accordance with the laws of England and subject to the jurisdiction of the English Courts.
- 18 It is agreed that the person delivering any goods to us for carriage or forwarding is authorised to sign the Consignment Note for You.
- 19 We shall not be bound by any agreement purporting to vary these conditions unless such agreement shall be in writing and signed by Us or on our behalf by an officer of ours.
- 20 Where the Services hereunder are supplied to a person acting other than in the course of a business, who is defined by any relevant statute or regulation as a Consumer, the Services shall be provided in accordance with any condition or warranties implied by law and any condition hereunder which does not comply with such implied condition or warranty shall be deemed duly amended, to the extent only that it shall comply.
- 21 In the event that, whether pursuant to any liability imposed on Us or otherwise, We make any payments to You in respect of loss or damage to or delay in delivery of Goods, You hereby assign to Us all rights which You may have personally or under any policy of insurance to recover such loss and You hereby irrevocably appoint us as your Attorney with full power in your name to claim, demand, sue for, recover any such amount and You shall execute all such documents and provide all such information as may be necessary to enable us to obtain full benefit of this clause.
- 22 Insurance of the Goods is your sole responsibility. Insurance will not be specifically arranged by Us. We shall be under no liability whatsoever for the adequacy of any insurance or the failure to effect such insurance by yourself.
- 23 PRIVACY- The information collected in this document will be used primarily for the purposes of conducting the Services and may be used to forward to you information regarding our products and Services. Access to the information is available subject to certain conditions. Please refer to our Privacy Policy on our website.