

1. Definitions: In these Terms and Conditions, the terms below mean the following.
 - a) The Company, Us, We, Our - One Stop Parcel.Com Limited.
 - b) The Customer, You, your - the person, firm or company that enters into a contract of carriage or other services with us.
 - c) Booking -in – means where we are required by the person or place where we are delivering the Consignment to book a time slot to make a delivery of the Consignment.
 - d) Consumer - a person who, in entering into the Contract, is acting for purposes outside his or her business or trade.
 - e) Contract - the contract between you and us to which these Conditions will apply.
 - f) Stated Partners - a company or third party carrier, with whom we have an agreement to consign our parcels and freight for onward delivery.
 - g) Parcel Recipient – a person who is the intended recipient of the Parcel or freight consigned through One Stop Parcel.com Limited by its customers.
 - h) Consignment - goods contained in one Parcel or a maximum of ten (10) separate Parcels, or goods that are sent at one time in one load by or for the same customer from one address or to one address.
 - i) Standard Parcel – a single item weighing up to 25kgs or 30kgs in weight (dependant on carrier and service chosen), and with measurements of not more than 1.5 metres long, not more than 300cm or 330cm for combined length and girth (dependant on carrier chosen) or a volume of no more than 0.23m³
 - j) Out Of Gauge Parcel - a single item weighing over 30kgs in weight, and with measurements of more than 1.5 metres long, more than 300cm or 330cm for combined length and girth (dependant on carrier chosen) or a volume of more than 0.23m³
 - k) Dangerous Goods – shall have the same meaning as in the Carriage of Dangerous Goods & Use of Transportable Pressure Equipment Regulations 2007, the Chemicals (Hazard Information and Packaging for Supply) Regulations 2002, the Classification and Labelling of Explosives Regulations 1983 (as amended) as may be amended from time to time. 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.
 - l) Services – the supply by us of the services set out in these Conditions, being the collection of parcels (and, by agreement and if relevant, the storage of the same) and the carriage and delivery of the same to the address either by One Stop Parcel.com Limited or our stated partners or other third party specialist carriers nominated by us to fulfil a contract.
 - m) UK or United Kingdom – England, Wales, Scotland but, for the purposes of these Conditions, excludes Northern Ireland.
 - n) British Isles - England, Wales, Scotland, the Isle of Man, the Republic of Ireland, Northern Ireland and the Channel Islands.
2. General
 - a) As long as you keep to these Conditions and subject to Clause 2 b), we will provide the Services, which have been agreed by you and us.
 - b) We will only be able to perform the Services for you if the Consignments are to be collected from an address in the United Kingdom.
 - c) We are a third party and not a "common carrier" which means amongst other things that we will only accept goods for carriage under these Conditions.
 - d) Only these Conditions will apply to any agreement between us and you relating to the Services. We will consider that we have given you notice of these Conditions if and as soon as you place an order with, use the One Stop parcel.Com website or accept an offer from us for the performance of the Services.
 - e) We reserve the right, at our discretion, to inspect all Consignments to ensure that such consignments are compatible with our network and are capable of carriage to the country of destination within our standard procedures, customs, declarations and handling methods and in compliance with all laws.
3. Third Parties and Sub Contracting
 - a) If you do not own some or all of the goods stored or carried, we will consider that you are the Agent of the owner or owners and that if any other person has an interest in the goods you are acting as his or her fully authorised Agent also.
 - b) We may employ both our stated partners any other third party carrier deemed necessary and appropriate to carry out the Contract. Any third party will also have the right to sub-contract its rights and obligations.
4. Goods not accepted for Carriage or Storage

We will not accept any of the following goods for in respect of the performance by us of the Services unless an explicit approval has been given by the directors(s) of One Stop Parcel.com Limited to you stating that we have accepted them. Unless we have written to you we are not liable in any way for the following goods. This includes losses arising from our negligence.

 - a) Dangerous Goods, Hazardous or flammable goods;
 - b) Items which cannot be carried by one person or may cause direct or physical damage to an individual or to other goods;
 - c) Alcohol including beer, wines or spirits, Antiques, Beds, Mattresses, Birds, Body Parts, Human Organs or human remains, Cash, Cheques or vouchers with a face value, Large Domestic appliances (washing machines, dryers, fridges), Firearms & Ammunition, Fish, Flammable goods, Frozen or perishable food, Furniture (including flat packs), Furs, Glass, Granite, Hazardous goods, Headboards, Jewellery (including watches), Liquids of any kind, Living or dead animals, Marble products, Living organism of any type, Personal items, Petrol or diesel tanks (Full or empty), Plants, Precious metals (including gold or silver items), Televisions or monitors over 24" screens (including plasmas or LCD'S), Trees, Tyres, Vegetables, Works of art, any articles (or part of them) that are made up of china, glass, porcelain, earthenware or other similar materials, or documents which can be exchanged for cash or goods and/or Any goods not allowed under the law or regulation of any government, public or local authority of any country where the goods are carried.

5. Non-Compatible Goods : If you book or request the collection of goods which do not meet the description of "Parcel" in Condition 1, we have the right to:
 - a) Refuse to collect the goods even if you have consigned using the One Stop Parcel.com limited software online and printed and attached tracking labels, been given a consignment or order number; or
 - i) (If we collect or have collected the goods), to refuse to store or deliver them and to return the goods to you as soon as reasonably practicable, but at your cost.
 - b) Where we return the goods to you under Condition 5(a)(ii) these Conditions shall apply to the carriage of the goods (except Condition 10), but we shall have no liability to you whatsoever for our failure to deliver the goods.
6. Packaging, Labelling and Receipt of Goods
 - a) All goods must be properly packed and labelled, in particular you should:-
 - i) You must pack the goods so that the Consignment or the contents of the Consignment or any other goods being carried by us will not be lost or damaged whilst being transported.
 - ii) If the Consignment has been pre-packed, for example, new goods in a display box, the requirement properly to pack the goods set out in Condition 6(a) (i) must include packing the consignment so that the packaging will not be damaged whilst being transported.
 - iii) You must ensure that the labelling has the full address and postcodes of both the person or company sending the package and the person or company receiving it.
 - b) It is your responsibility to tell the receiver of the Consignment or the goods when they will be delivered. We may charge you a sum not exceeding £12.50 (being the cost incurred by us) for each wasted journey made in attempting to deliver the goods.
 - c) If we attend any address to collect the Consignment and you or any third party are not in and we are unable to collect the Consignment, then, in addition to our rights at clause 10(d) below, we will inform you that we attempted to collect the Consignment and, until you contact us to re-arrange a new collection time, we shall not be obliged to attempt to re-perform the Services.
 - d) Any timescales for delivery given by us via a text/email notification sent to the customer or directly to parcel recipients, are estimates only and, if we are unable for any reason to fulfil any delivery on the specified day, we shall not be deemed to be in breach of the Contract or have any liability to you or any third party.
7. Loading and Unloading
 - a) We will load and unload the Consignment but shall not deliver the Consignment any further than the front door of the address for delivery.
 - b) We will not be required to provide additional services other than the Services unless any additional service has been requested by you and has been agreed by us in writing prior to collection or delivery being made.
 - c) For the avoidance of doubt, any instructions received by our drivers at collection or delivery by us shall not be legally binding. Any special instructions should be addressed to One Stop Parcel.com Limited, prior to collection of the consignment and agreement of any request is at our discretion.
8. Consignment Notes: We will, if asked to do so, sign a document prepared by the person sending the goods to acknowledge that we have received the Consignment or goods. However, this document will not be evidence of the condition or correctness of the description, quantity, or weight of the Consignment or goods at the time we receive them.
9. Transport and Unclaimed Goods and Undelivered Goods
 - a) We are entitled to carry goods by any means of transport and by any route.
 - b) Subject to clause 9 e), we will finish transporting the goods (unless we decide otherwise) when we or our Stated Partner offer them for delivery at the expected place of delivery within the usual delivery hours of the district. However, when we hold or keep the goods because you have asked us to do so or because the person receiving the goods refuses or is unable to accept delivery of them then, if the goods are not removed, within a reasonable time, we will consider that we have finished transporting the goods. We will store the goods at your risk and we have the right to dispose of the goods under Condition 18.
 - c) Subject to clause 9e), if for any reason we cannot carry the goods to the address to which they are addressed or cannot deliver the goods at the address, the following will apply:-
 - i) We will try to contact you and ask for a new address to which we can deliver the goods
 - ii) If we cannot contact you within a reasonable time, or if you do not give us a new address within a reasonable time, we have the right to deal with the goods according to Condition 18. Until the time that we dispose of or destroy any goods under Condition 18 the goods will be held at your risk.
 - d) We will act reasonably in deciding what a reasonable time is under this Condition 9.
 - e) We and our Stated Partners shall be entitled to deliver the Consignment to a Neighbour of the intended recipient of the Consignment within the customary delivery hours of the district and, for the purposes of Clause 9(b), transportation of the Consignment will be deemed to have finished at the time of delivery to such Neighbour.
10. Payment and Pricing
 - a) You will pay our charges for the provision of the Services as such charges are set out either within Website or as notified in writing either by email or letter.
 - b) For the avoidance of doubt, the charges for the provision of the Services are not refundable if the person to whom delivery is made in accordance with your instructions does not accept any goods or Consignment.
 - c) We have the right to charge a fee of £ 17.50 to you for any goods which need Booking-in at the delivery point. If Booking-in is required we will attempt to contact you to arrange payment of this sum;
 - d) Where we attend any address to collect the Consignment and you or any third party are not in and we are unable to collect the Consignment, we may charge you the sum of £15.00, being the cost incurred by us in

attempting to collect the Consignment and the associated administrative costs.

- e) Value Added Tax at the current rate will apply to all amounts that you pay.
- f) If we pay, or agree to pay to anybody else, any duty, taxes or charge for any Customer's goods, the following will apply:-
 - i) We will do this on the basis that in doing so we are acting as your fully authorised Agent.
 - ii) Whether or not we deliver the goods to the address to which they are sent, you must pay our invoice for any duty, taxes or charges, in full immediately after you receive it.
 - iii) If you do not keep to Condition 10 (f) (ii) above, we have the right to deal with the goods according to Condition 18.

11. Liability for Loss and Damage

- a) Except as set out in this Condition and in Conditions 4, 12, 14 and 15, we will be liable for any physical loss of or physical damage to, goods while we are transporting them as defined in Condition 9, and storage other than storage under Condition 9(c). This will not apply if the loss or damage has arisen from or consists of the following:-
 - i) You or the person receiving the goods not taking or accepting delivery within a reasonable time;
 - ii) Insufficient or improper packing, labelling or addressing contrary to our packing, labelling and addressing requirements set out at Condition 6. This includes using an incorrect postcode or not using one;
 - iii) Any special handling requirements in respect of the goods which have not been notified to us;
 - iv) Damage or breakage to any articles (or part of them) that are made up of china, glass, porcelain, earthenware or other similar materials;
 - v) Goods that contain any form of liquid;
 - vi) An act or failure to act by you or the owner of the goods, or by the Agents of either you or the owner of the goods;
 - vii) Natural loss of bulk or weight, hidden or built-in fault, vice or natural wear and tear, loss of value, moths, vermin or the effect of any process of cleaning, dyeing or restoring any article;
 - viii) Seizure under legal process;
 - ix) Delay in providing us with safe and adequate access and/or delivering instructions;
 - x) Any event or circumstance beyond our reasonable control.
- b) We will not be liable in any way for a Consignment or other goods:-
 - (i) If you have committed fraud or the owner of the goods or your or their employees or agents have done so; or
 - (ii) The Consignment was not being transported (as set out in Condition 9) at the time of the loss.

12. Limiting and Excluding Liability

- a) Subject to Condition 13, the following Conditions set out the maximum we will pay to you for causing the physical loss of or physical damage to any goods while we are transporting them as defined in Condition 9, and storage other than storage under Condition 8(c) but please read Conditions 4, 11, 14, 15 and 16 and Conditions 12 B, C and D. Our maximum liability (whether in contract, tort, negligence or otherwise) will be the lower of:-
 - i) Subject to clause (b) below, for parcel consignments carried within the British Isles, we will pay the lower of:-

Up to a maximum of £60 per Parcel (or to the limit of any additionally purchased extended liability insurance)

ii) For all international parcel consignments outside the British Isles: - Up to a maximum of £60 per Parcel (or to the limit of any additionally purchased extended liability insurance)

iii) For goods being transported as a 'dedicated van' or 'Same day' delivery by One Stop Parcel.com Ltd vehicles, throughout the UK and Europe up to a maximum of the Goods In Transit policy cover in place at the time of shipping, (or to the limit of any special terms agreed with One Stop Parcel.com Ltd at the time of shipping)

b) Any payment we may be required to make under Condition 12 a) is subject to the following:-

i) Where the replacement cost of lost or damaged goods or the repair cost of damaged goods is less than the amount payable by us under Condition 12 (a) to (d), then we will only pay you the replacement or the repair cost;

ii) You must provide proof of the value of any goods lost or damaged.

c) Despite Condition a) above we will not be liable under the Contract for negligence, nuisance, breach of contract or us not performing the Contract for:-

i) Subject to paragraph d), below, any business or trade losses, loss of profits, indirect or consequential loss or damage of any kind, including any loss of reputation, loss of business and loss of goodwill, or the cost of re-printing or of compiling again the information contained on the goods;

ii) Or any loss that is more than the amount we have stated in the Conditions above for Consignments sent to or from Northern Ireland, the Republic of Ireland and islands off the Coast of Great Britain (including the Channel Islands) or to other destinations by sea. This Condition 12 C does not apply where CMR or the Warsaw Convention says that it should not.

d) Note: This Condition 12 d) shall only apply where the Customer is a Consumer The Company shall be liable for indirect or consequential loss to the extent that such loss is foreseeable at the time we entered into the Contract.

e) We shall accept liability to you for the injury to or death of person caused by our negligence or wilful or misconduct of us.

f) Except for the type of liability referred to at clause 12 e) and any other liabilities which cannot be excluded or restricted, our total liability in respect of all contractual breaches or representations, statements or tortious act or omission arising under or in connection with the Contract which are not dealt with at clauses 12 a) to 12 d) shall not exceed the total sums paid or payable by you to us in respect of the Services.

13. Extended Liability

a) Where you have opted for and paid the relevant charge for "Extended Liability", our maximum liability to you (whether in contract, tort, negligence or otherwise) under Conditions 12 A and B if we cause the physical loss of or physical damage to any goods while we are transporting them as defined in Condition 9, and storage other than storage under Condition 9(c), will be as follows:

i) The maximum payable per Consignment is governed by the Extended Liability level you chose. The maximum value available is

determined by the chosen carriers terms & conditions.

ii) Where Extended Liability is taken out and a Consignment is partially lost or damaged, we will only pay for the part, which is lost or damaged. Depending on Condition 13(b) nothing in this Condition will limit our liability for damages below £50 for any one Consignment.

b) We will work out the actual value of any goods lost or damaged by referring to their repair, replacement, resale or market value at the time and place of collection, whichever is less. The value we work out will not be more than the original cost of the item you have actually paid for, plus 10%.

c) Without limiting Condition 4(a) (which provisions also apply to Extended Liability Consignments), Extended Liability is not available for Consignments which include tobacco, magnetic media, photographs or photographic transparencies.

14. Your right to cancel

a) Under the Consumer Protection (Distance Selling) Regulations 2000 (as amended), if you are a Consumer, you have the right to cancel the Contract for the purchase of the Services within 7 working days of the date upon which you agree to be bound under the Contract. A working day is any day other than weekends and bank or other public holidays.

b) Unless we agree otherwise with you in writing, you will not be able to cancel the Contract under this clause 14 once the performance of the Services has begun by us. Further, if you agree to our performance of the Services before the expiry of the 7 working day period noted in clause 14(a), above, you will not be able to cancel the Contract under this clause 14. If, subject to clause 14(b), you exercise the right of cancellation set out in this clause 14(a), you should notify us via the enquiry web page on the Website.

15. Claims for Compensation

a) You must tell us about any loss or damage giving rise to a claim within 5 working days of the date we collected the consignment and confirm it by notice in writing within 14 days of the date we collected the consignment.

b) If you do not do this, we will not be liable for any loss or damage unless you prove that:

i) It was not reasonably possible for you to tell us or make the claim in writing within the time we set; and

ii) The advice or claim was made at the first reasonable opportunity.

c) If a claim is made for damage or loss of part of a Consignment, you or the person sending or receiving the Consignment must make sure that we can inspect the goods and their packaging. We will not make any payment to you for damage or loss unless the goods and their packaging are made available to us for inspection for a reasonable period after your claim has been made.

16. Your Liability

a) You must recompense us fully for all our loss, damage, costs and expenses, however they arise (including our negligence) for any damage or loss except where we are liable under these Conditions.

b) As well as carrying out your obligations under Condition 10, you must recompense us fully for any duty, tax or charge that we have not agreed to pay under the Contract.

c) You must recompense us fully for any liability arising under any law or regulation (whether English or foreign) in respect of any failure to export goods

which have been zero-rated for the purposes of VAT (or any similar tax or duty) or to keep to any conditions relating to importing or exporting zero-rated goods.

17. Extending Protection to Employees and Agents

a) You agree that Conditions 4, 11, 12, 13, 14, 15, 16 and 17 will extend to, protect and cover our employees and Agents.

b) We have the right to enforce these Conditions for our Agents' and our employees' benefits.

18. Legal Right to Goods and Selling Them

a) We have a legal right (known as a lien) to hold on to all goods that we carry for you to cover any amount you owe us under this Contract or any other contract.

b) If you do not pay the amounts you owe within a reasonable time we can do the following:-

i) We can sell the goods either privately or by auction and use the proceeds towards paying off any money you owe us. You will have to pay us the costs involved in selling the goods including the cost of loading and unloading the goods and any warehouse rent and other expenses we incur whilst we hold on to the goods. If there is any money left over from the sale, we will pay this to you.

ii) We can destroy the goods if sale is not practical because we think that it is not worth selling the goods.

c) If we sell or destroy the goods, we will have no further liability at all in relation to the goods.

d) We decide whether or not the goods are worth selling.

e) If you are not the owner of the goods you promise that you have the authority to grant a lien against the owner of the goods.

19. Parcel Recipient Delivery Notification

a) You promise and assure us that you have obtained the written consent of the receiver of the Consignment or goods under the Data Protection Act 1998 to pass on to us their mobile telephone number to enable us to provide notification of pending delivery or associated information.

b) You will pay to us all losses, damages, costs and expenses that we suffer if the statement made in Condition 19(a) is not true

20. Proof of Delivery: The person receiving the goods must if requested, sign either on paper or on the delivering carriers electronic pad, as proof of delivery of the Consignment.

Any computerised or paper record of the receiver's signature obtained will be evidence of the delivery of the quantity of Parcels within the Consignment.

21. Performance: We will not be obliged to carry out the Contract if our performance is prevented or delayed by causes beyond our reasonable control including, without limitation:-

a) Fire;

b) Severe weather conditions;

c) Acts of terrorism, war, civil unrest or public demonstration.

d) Industrial dispute;

e) Strike or labour disputes

f) Delay by any government or public or local authority, including the customs of any country where the goods are carried.

You must pay our charges in full in these circumstances. We will decide whether the Contract has come to an end as a result of any of the circumstances in this Condition 21.

22. Severability. If any of these Conditions or any part is not valid for any purpose, this will not affect the rest of these Conditions.
23. Your statutory rights: As a Consumer, there are certain terms implied into your Contract which we cannot exclude or limit. For example, under the Supply of Goods and Services Act 1982 (as amended) we must supply the Services with reasonable skill and care. Nothing in this Contract affects these statutory rights.
24. Interpretation and Jurisdiction:
The Contract and these Conditions will be governed by English Law and any disputes will only be dealt with in the Courts of England and Wales unless the Customer is a consumer resident in Scotland in which case the Contract and these Conditions shall be governed by Scottish Law and any disputes will only be dealt with in the Courts of Scotland. Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
25. Use of the One Stop Parcel.com website and/or use of our services constitutes acceptance of both these Terms and Conditions and those of our service providers and partner companies, copies of those companies Terms and Conditions are available on their websites via the following links:

<http://www.dpd.co.uk/terms-and-conditions.jsp>

http://www.dhl.co.uk/en/express/shipping/shipping_advice/terms_conditions.html

http://www.dachser.com/gb/en/General-Terms-Conditions_315.htm