

# Trading Terms & Conditions

Please ensure you read these terms and conditions with care, paying particular attention of clause 9, and the terms within it, as that outlines the extent of our liability under these terms and conditions.

Please be aware there are certain items that are Prohibited and/or Restricted from our services. Any Prohibited/Restricted item sent will be done so at the customer's own risk and we do not accept liability on these items. You can check the list of prohibited and restricted items here.

Any item that is declared as 'eBay item', 'Goods', 'Car Parts', 'Personal items', 'Gift', or any item similar in description or content can only be carried if the description is amended by the customer prior to completing their order. Any customer choosing to send an item under these descriptions will be doing so entirely at their own risk and no resulting claim can be considered or processed.

Please note all items must be declared with the correct value or weight, when placing an order. This weight restricts the maximum amount that can be claimed in the event of loss or damage, subject to all other Terms and Conditions and adequate parcel /pallet protection being purchased. Should the parcel value be entered as zero, a claim will not be accepted on that booking.

If you have any questions, or do not understand something, contact us and we will be happy to help.

## **Standard Terms of Contract**

### **1. Definitions**

- wm global express- the trading name of Cina railway logistics co.ltd, Company Number 09927827.
- Account funds - Funds added to a user's account funds to be used on future orders.
- Parcel - Individual boxed item that has a single Wm-global-express.com carrier label.
- Pallet - Item(s) fixed and wrapped to a standard pallet base.
- Cashback - Promotional scheme offering rebates into a user's account funds to be used on future bookings.
- Consignment – an individual parcel or group of parcels booked through our website to each individual address.

- Customer/Sender/User: The party who books and contracts with Wm-global-express.com to arrange collection and delivery of a parcel/consignment and who is responsible for payment of all Charges associated with each parcel delivery.
- Consignee/Receiver - The person who is receiving the parcel/consignment sent through Wm-global-express.com .
- Carrier/Third Party - Our carrier partners, including DHL, UPS, Palletways, others who deliver the parcels/consignments booked through www.Wm-global-express.com .
- Collection point - means the address at which any Parcel/Consignment is to be collected by the carriers.
- Parcel / Pallet protection - This is Transit cover that provides some cover against Loss and/or Damage. This cover does not apply to goods on the Restricted and/or Prohibited items list.
- Charges - All charges payable by the Customer including but not limited to charges for the Carriage, surcharges, storage charges, VAT, taxes, interest, fines, administration charges, duties, Customs duties, levies, compensation premiums and any other amounts properly chargeable by Wm-global-express.com to the Customer in connection with each parcel delivery or imposed by regulatory bodies in relation to the Consignment(s) and any other amounts payable under these terms.
- Contract - The agreement between the Customer and Wm-global-express.com for provision of services.
- Delivery point - means the address to which any Parcel/Consignment is to be delivered by our carriers.
- Order/Booking - an order/booking placed on the site between us and the customer.
- Prohibited Item - means cannot be carried on any Service.
- Restricted Item - means we do not recommend sending and would be entirely at your own risk.
- Safe Location - means that the carrier deems this a 'safe' area and parcels can be left at the door without a signature. This option only applies to some services to some areas.
- Shipping Label/Pro Forma Invoice - The documentation placed on/with the parcel.
- The Site – means www.Wm-global-express.com .
- Working Day - Monday to Friday from 9am to 5pm within the UK, excluding all public and bank holidays.
- Us, We or Our means Wm-global-express.com , together with its directors, employees any agents, subcontractors or couriers acting on its behalf.
- You - means the customer who is contracted with us.

## **2. The Site**

2.1 Whilst we endeavour to ensure that the site is always available, we shall not be liable if, for any reason, the site is unavailable for any period of time.

2.2 You are permitted to view, print, and download extracts from the Site for your own use on the basis that:

- No documents or related graphics on the Site are modified in any way.
- No graphics on the Site are used separately from the corresponding text; and
- Our copyright notices and this permission notice appear in all copies.

2.3 Unless otherwise stated, the copyright and other intellectual property rights in all material on the Site (including, without limitation, photographs, and graphical images) are owned by us, our parent company or our licensors.

2.4 No part of the Site may be reproduced or stored on any other website or included in any public or private electronic retrieval system or service without our prior written permission.

2.5 Any information about you that we process will be processed in accordance with our Privacy Policy. By using the Site, you consent to such processing.

2.6 The information you provide through this website may be used to contact you for service updates through email and SMS.

2.7 Links to third party websites on the Site are provided solely for your convenience. If you use these links, you leave the Site. We have not reviewed all these third-party websites and do not control nor are we responsible for their content or availability. We do not therefore endorse or make any representations about them, or any material found there, or any consequences of using them. If you decide to access any of the third-party websites linked to the Site, you do so entirely at your own risk.

2.8 If you would like to link to the Site, you may only do so on the basis that you link to, but do not replicate, the home page of the Site, and subject always to the following conditions:

- you do not remove, distort, or otherwise alter the size or appearance of any logos used by us on the Site.
- you do not create a frame or any other browser or border environment around the Site.
- you do not in any way imply that we are endorsing any products or services other than our own.
- you do not misrepresent your relationship with us nor present any other false information about it.
- you do not otherwise use any trademarks owned by Wm-global-express.com (whether these are registered or unregistered) which are displayed on the Site without our express written permission.

- you do not link from a website that is not owned by you; and
- your website does not contain content that we, in our sole discretion, consider to be distasteful, offensive, or controversial, in infringement of any intellectual property rights or other rights of any other person or which doesn't otherwise comply with all applicable laws and regulations.

2.9 We expressly reserve the right to revoke this right for breach of these Conditions and to take any action that we deem appropriate.

2.10 You shall fully indemnify us for any loss or damage that we may suffer from a breach of this clause.

### **3. Our Obligations**

3.1 Wm-global-express.com will arrange shipment of the parcel(s),pallet(s),consignment(s) through a third party service with the carrier as either chosen by the customer at the time of ordering, or the most appropriate carrier for each delivery.

3.2 Wm-global-express.com reserve the right to without notice - introduce, change, remove any pricing, Service or discount that is available online.

3.3 All customer services queries and /or claims must be directed through Wm-global-express.com who will then contact the relevant carrier on the customer's behalf. If the carrier is contacted directly, Wm-global-express.com may not be able to assist you with your query later and this could also affect your right to make a claim with Wm-global-express.com .

3.4 We warrant that the services we offer will be provided using reasonable care and skill.

### **4. Your Obligations**

4.1 As a customer you agree to:

(a) Ensure all information supplied on the order is accurate and complete including but not limited to:-

- Number of parcels being sent within a consignment
- Sizes and weights of parcel / palletised goods.
- Addresses
- Telephone numbers
- Parcel / Pallet Contents
- Parcel / Pallet Value

Any discrepancies in the information supplied may result in a delay in transit, loss, Charges, or the parcel(s) / pallet(s) being returned to sender. If any additional costs are encountered

by Wm-global-express.com due to incorrect information supplied by the Customer, it will be the Customer's responsibility to cover these costs.

(b) Provide us with such information that we may require to complete the service and to ensure that such information is accurate in all material aspects.

(c) The parcel(s) / pallet(s) to be sent are sufficiently packaged / affixed in line with our packaging guidelines and you understand that Wm-global-express.com reserve the right to refuse an item, and/or any claims for that item based on insufficient packaging.

(d) Any service carrying the 'Printer Required' logo will need the relevant shipping label printing by the customer and attaching to the parcel. Parcels sent on a 'Printer Required' service without the correct documentation will be sent at the customer's own risk and additional Charges may arise.

4.2 It is agreed that Wm-global-express.com or the third-party courier company shall not be required, and that you shall not cause us, to carry anything illegal or unlawful for us to do so. This is both within the UK and /or internationally. Should you do this, you will indemnify us against any losses and/or damage that we may suffer as a consequence, direct or otherwise.

4.3 You agree to only send goods that are or were, your property. Wm-global-express.com reserve the right to refuse to carry any parcel(s) or palletised goods which are neither the property of, nor sent on behalf of, the customer.

4.4 It is the customer's responsibility to track their parcel / pallet using the tracking number provided while it is in transit. The customer must contact Wm-global-express.com 's customer service department with any queries or issues they may have over a parcel(s)/pallet(s)/consignment(s).

4.5 All address information supplied on the booking by the customer must be complete and accurate. Wm-global-express.com does require a full postal address and cannot deliver to PO Boxes or such like. Any order returned due to an incomplete or incorrect delivery address will not be refunded and any claims become null and void. The customer will be obliged to pay any additional costs Wm-global-express.com has encountered.

4.6 The service description for each service must be checked prior to ordering to confirm any service specific restriction. For example, items must be in a cardboard box, no signature required or no damage protection available. Wm-global-express.com will not be liable for a parcel(s) /pallet(s) being left without a signature or damaged in transit if such restrictions are imposed on the service chosen.

4.7 Should the customer book multiple services carried out by different couriers it is the sender's responsibility to ensure the correct parcel(s)/ pallet(s) is given to the correct driver. Should a parcel(s) / pallet(s) be given to an incorrect driver Wm-global-express.com will hold no liability for having this returned and any additional costs Wm-global-express.com encounter can and will be charged to the Customer.

4.8 It is important that all the correct information is supplied including the telephone number of the receiver. It is compulsory in relation to our international services. A local delivery point number must be provided in the case of any issues with the delivery. A courier will not phone a UK landline or UK mobile number for a parcel(s) / pallet(s) travelling internationally to discuss any issues with the delivery. Should a parcel(s) / pallet(s) be returned for a reason to do with the delivery and a local number has not been provided the customer will be responsible for any additional costs encountered by Wm-global-express.com .

4.9 Each parcel(s) / pallet(s) or consignment(s) sent through our service must have the correct information and/or shipping label(s) displayed on the box clearly for the courier to see. If this information is incorrect or placed on the wrong box Wm-global-express.com cannot accept any liability for this.

## **5. Loading and Unloading**

5.1 If collection or delivery of a Consignment takes place at your premises, we shall not be under any obligation to provide any equipment or labour which, apart from the driver collecting the Consignment, may be required for loading, or unloading of a Consignment.

5.2 Any consignment (or part thereof) requiring special appliances or handling equipment for loading and/or unloading is accepted for carriage only on condition that such appliances or handling equipment are available at the relevant collection and/or delivery points. Where such special appliances or handling equipment are not available as aforesaid and if the Company agrees to load or unload such Consignment(s) (or part thereof), the Company shall be under no liability whatsoever to the Customer for any damage however caused, in the course or as a result of loading or unloading such Consignment(s) without such special appliances or handling equipment, whether or not by the negligence of the Company or its employees, servants, agents or subcontractors, and the Customer shall save harmless and keep the Company fully indemnified against any claim and / or demand arising out of such loading or unloading.

## **6. Collections and Deliveries**

6.1 The collection date/times and delivery date/times shown on our site are estimates only and are not guaranteed on any service. Collections/deliveries may be delayed for reasons that are out of the control of both Wm-global-express.com and the carrier. We reserve the right to not refund all or part of the service(s) in these instances.

6.2 In the event that the relevant courier is unable to collect the consignment(s) or any part thereof and is unable to do so due to no-one being present at the collection point(s), the address(es) being incorrect or incomplete, goods not being available or ready, the goods not being suitable for transit and other such instances where the driver is not able to complete the collection(s) the booking(s) will need to be rescheduled. In such instances the couriers may charge a wasted journey surcharge to cover the costs of their driver

attempting at the address(es) and not being able to fulfil the collection(s) request. If such charge is levied by the courier, the charge will need to be paid by the customer prior to the collection being rescheduled. In this instance, the customer will be charged 85% of the initial quoted rate for any collection or redelivery charges, unless specified otherwise and communicated either prior to or following the collection or delivery.

6.3 On each of our services offered the couriers commit to attempting to deliver the parcel(s) / pallet(s) or consignment(s) at least once, if the Consignment(s) cannot be delivered due to not being able to obtain satisfactory receipt from the address(es) the courier may attempt at an address within close proximity and leave details at the delivery point and/or update this information on the tracking.

6.4 Not all services require a signature to be able to deliver a parcel (s) and some can be left in an area the driver deems as safe. This can include outbuildings, porches, and other such areas on or around the delivery property. If a parcel is left in a safe location and indicated as such on the tracking, no claim for loss and / or damage can be processed. It is the customer's responsibility to ensure that the service information available on our site is checked for such restrictions.

6.5 Should the parcel(s) / pallet(s) be held after a missed or failed delivery attempt it is the Customer's responsibility to contact [Wm-global-express.com](http://Wm-global-express.com) to arrange collection or re-delivery of the parcel(s)/consignment(s), failure to do this could result in the goods being returned and additional Charges being applied.

6.6 Any item travelling more than 250 miles is not guaranteed on our Next day or timed delivery services. We reserve the right to not refund all or part of the service in these instances.

## **7. Returns and/or Held parcel(s) / pallet(s)**

7.1 When a courier attempts to deliver a parcel(s) / pallet(s) and is unsuccessful this will then be sent back to the local delivery depot where a re-delivery or collection of the parcel(s) can be arranged via [Wm-global-express.com](http://Wm-global-express.com) . If no contact to the courier is made within 5 working days of the parcel being held (after the first delivery attempt) the parcel will then be returned and possibly held at [Wm-global-express.com](http://Wm-global-express.com) 's head office. In such instances it is at the customer's own cost and responsibility to arrange collection from [Wm-global-express.com](http://Wm-global-express.com) 's head office for the parcel concerned.

7.2 Any parcel returned to [Wm-global-express.com](http://Wm-global-express.com) 's head office can be held for a maximum of 10 working days. If, within this time, no arrangement to have the parcel(s) collected and re-delivered or returned is made by the customer, [Wm-global-express.com](http://Wm-global-express.com) reserve the right to dispose of the item(s) as they see fit. We shall not be liable to you under any circumstances for any loss and / or damage caused by us exercising this right and your failing to retrieve the consignment in the timescales specified.

(a) Any item that imposes a health and safety risk to any of our employees will be disposed of immediately. This will include but not limit to any items containing broken glass, ceramics, resin, or other materials of similar consistency.

(b) Where an item is returned and not suitable to be shipped via a courier due to damage, packaging and/or size/weight we will advise the customer that a collection by them must be arranged from our Head Office within a 48-hours. Should a collection not be arranged within the 48 hours, the item will be disposed of as Wm-global-express.com sees fit.

(c) Any item having contained or still contains flammable or hazardous substances will be disposed of immediately upon arrival at Wm-global-express.com 's head office.

(d) Any item leaking any liquid (regardless of the nature of the liquid) will be disposed of immediately upon arrival at Wm-global-express.com 's Head office.

7.3 Wm-global-express.com will attempt to contact the customer once the item arrives at our office and the customer will be advised of the next steps based on the terms above (7). This contact will include but not be limited to email (using the registered email address on the booking(s)) and/or phone call (using the registered phone number for the customer on the booking(s)).

7.4 Wm-global-express.com will not be liable for either the email address and/or phone number being incorrect for the customer and the parcel(s) /pallet(s) may be disposed of if there is no response from the customer within the set timescales, in line with the terms stated in clause 7.

7.5 Some of the services offered do include the item being shipped and sorted through a Wm-global-express.com sorting centre. In such instances it is possible for Wm-global-express.com to hold your parcel(s)/pallet(S)/consignment(s) if there is cause to do so:

(a) If your parcel(s) / pallet(s) / item(s) is heavier than declared or larger than declared your item will be held pending any additional Charges that may be applicable to send it onto the intended receiver.

(b) Should your item need to be returned to the customer due to incorrect information being inputted on the booking(s) this will be done by Wm-global-express.com and no refund of the original order will be given.

(c) If your item is received either unpackaged or insufficiently packaged, including but not limited to, being received not in a cardboard box or, the parcel(s) / pallet(s) will be held and a surcharge applied to the order to repackage. The item will not be repackaged or forwarded on until the re-packaging charge is paid.

(d) Any parcel(s) / pallet(s) / item(s) being received into our sorting centre that is listed as prohibited will not be shipped onto the receiving destination and will be returned to the customer with no refund being applicable. In some cases, it may be possible to remove the prohibited contents from the parcel(s) / pallet(s) and ship any other contents that are not listed as prohibited. In such cases the prohibited items will need to be returned at the customer's expense or they can be disposed of at the customers expense.



## **8. Surcharges**

8.1 Whilst using Wm-global-express.com 's services you agree that the correct information will be supplied with regards to the parcel(s) / pallet(s) / consignment(s) you are sending. Any information that is found to be false may incur additional charges. This includes but is not limited to parcels / pallets being underdeclared on the size, weight, value, or number of parcel(s) / pallet(s) within the consignment.

8.2 In cases where the service restrictions are not adhered to, and items are sent that should not be (for example some of our services do not accept cylindrical items) additional handling Charges will be applied to your account.

8.3 Items that are insufficiently packaged or have little/no packaging on them will incur a packaging surcharge.

8.4 Whilst an item is in transit any change to the address details will incur an additional charge up to but not limited to the full cost of the original booking.

8.5 Changes made to the collection address the day of collection will incur a surcharge to cover the driver attempting that day.

8.6 All Charges that must be paid by the Customer must be received by Wm-global-express.com within 7 working days from request, or the Charges will automatically be taken from the Customer via account funds, PayPal, or saved card details.

8.7 Any unpaid Charges after 7 working days from request that have not been received by Wm-global-express.com may result in Wm-global-express.com restricting the Customer's account until the outstanding Charge has been paid in full.

## **9. Liability and Claims**

*YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE AND THE LIMITS OF OUR LIABILITY WITHIN IT*

9.1 Where you deal with us as a consumer, nothing within these terms and conditions shall be deemed to affect your rights under the Unfair Contract Terms Act 1977 (as amended from time to time). For the avoidance of any doubt, when you deal with us as a business the Unfair Contract Terms Act 1977 is hereby excluded to the fullest extent legally possible, and you are further referred to additional terms relating to business clients set out below.

9.2 Nothing in this agreement shall limit or exclude our liability for:

- (a) Death or personal injury caused by our negligence
- (b) Fraud or fraudulent misrepresentation

9.3 Wm-global-express.com and the couriers offering the services available on our site to the customer shall perform the service in a professional manner with the appropriate level of skill and care. However, there are instances where damage to a consignment or loss of a

consignment may occur whilst the courier you have chosen carries out the service. In such circumstances the liability we offer will be limited as set out in these terms and conditions. The reasoning behind such limitations of our liability is as follows:

- (a) The value of a Consignment and the amount of potential loss to you that could arise if a Consignment is damaged or lost is not something which we can easily ascertain but is something which is better known to you. In many cases it cannot be known to us at all and can only be known to you;
- (b) The potential amount of loss that might be caused or alleged to be caused to you is likely to be disproportionate to the sum that we could reasonably be expected to charge you for providing the Service(s) under this Agreement.
- (c) It is not possible for us to obtain protection which would give unlimited compensation for our full potential liability to all of our customers and, even if it were, such protection would be much cheaper if taken out by you (rather than us taking out such protection and passing the cost on to you) and on that basis, it is more appropriate for you to take out such protection for example by way of insurance;
- (d) We wish to keep the costs of providing the Service(s) to you as low as possible.
- (e) In light of the above we must limit our liability for any damage caused to you to levels which we consider proportionate (as set out below) to our low charges for providing the Services.
- (f) In these Terms and Conditions, damage to you means any damage suffered by you (including any loss of, and/or damage to, a Consignment and any other loss, whether or not known to you or us or in either of our contemplation at the time of entering into this Agreement), however it arises but only so long as it is caused by our negligence, breach of duty or other wrongful act or omission (which includes any deliberately wrongful act or omission) and any breach of any of the terms of this Agreement, or any terms implied by statute (where applicable);
- (g) We investigate all claims received by us in a fair and speedy manner, but such investigations are more accurate and are easier to perform immediately after the loss or damage is alleged to have incurred and is reported to us and on that basis, the timescales set out in this Agreement are necessary to ensure that such investigations can be performed fairly.

9.4 To the greatest extent that is permitted by law, Wm-global-express.com will not be liable for any claim for loss of profit, loss of use of an item, loss of revenue, administrative inconvenience, disappointment, or indirect or consequential loss or damage arising out of, or in relation to, the service you booked.

9.5 We shall only be liable for damage or loss caused to you if it is caused by our negligence, breach of duty or other wrongful act or omission, and only subject to the limitations set out within this whole clause.

9.6 We shall not be liable to you under any circumstances for any direct or indirect loss (including, but not limited to loss of profits, or loss of goodwill) or for any other special or indirect losses, costs, damages, or claims which do not arise naturally as a result of our negligence, breach of duty, or other wrongful act or omission.

9.7 We shall not be liable to you under any circumstances where there are any material discrepancies (meaning more than 5% difference) between the declared dimensions and weights and the actual dimensions and weights.

9.8 We shall not be liable for any items sent that are listed on our prohibited and/or restricted items list (including but without limitation glass) or which are not packaged in accordance with our packaging guidelines these will be sent entirely at the customer's own risk.

9.9 If a number of parcels or individually wrapped goods are sent as one through our Service, they must be encased within one outer box, as per our packaging guidelines. Failing to do this, any package or individually wrapped item that comes apart in transit resulting in one or more of them being lost, once the remaining parcel(s) are signed for by the recipient, you accept that you cannot make a claim for loss or partial loss of that consignment.

9.10 We shall not be able to accept liability for any parcel(s) / pallet(s) that are handed to the wrong courier by the sender or that are left unattended for the collection to occur. It is the responsibility of the customer and/or sender to ensure the parcel(s) / pallet(s) is given to the correct courier. Items left unattended will be sent entirely at the customer's/sender's own risk.

9.11 Where a parcel is sent on a service that does not require a signature and there is a valid delivery scan no claim for loss can be made or processed on that booking.

9.12 Should Wm-global-express.com be liable for any reason, we shall (subject to these terms and conditions) only be liable to you up to the following amounts in the following circumstances:

*The Limitation on the Amount of our Liability*

(a) If the courier loses or damage all or an part of a consignment we shall only be liable for the amount the customer declared the value or weight at the time of booking, limited to the amount of parcel or pallet protection available as standard, or purchased in addition, on the booking. For example, should the contents have been declared as £100 but the parcel protection available on the service booked is set to £20 as standard inclusive protection, and no additional parcel protection purchased, we shall only be liable up to a maximum of £20. If the service booked does not include any standard inclusive protection, and no additional parcel protection purchased, we cannot accept any liability for loss or damage. For pallet bookings, the cover is based on the weight of the goods being shipped.

(b) We are only liable up to a maximum amount of standard inclusive protection on the service selected per consignment, save to the extent the customer purchases extra compensation for the Consignment from us at the time of booking in which case our liability is limited to level of extra compensation purchased. By way of example if the extra

compensation purchased is at a level of £500 then that is our maximum liability notwithstanding the fact that the parcel(s) / item(s) value may be higher. For pallet delivery(ies), the majority of pallet operators carry freight under RHA Terms and conditions with insurance set at a rate of £1.30/kg. This means that if your goods weigh 1000kg, your item is insured for £1300 as standard.

(c) Where a declared parcel value on the booking is set to £0.00 by a customer, no claim, regardless of the circumstances, will be processed as it will be deemed as being sent with no monetary value.

(d) If the courier lose or damage part of a parcel consignment, the amount of the sum determined under clause 9.12(a) above shall be pro-rated down to represent the proportion that the actual value of that part of the Consignment bears to the actual value of the whole Consignment (so, by way of an illustrative example, if a Consignment of 4 parcels was declared with a value of £20 and a courier lost or damaged one of the parcels, we would only be liable for 25% of the total value, i.e. £5.00 of the total £20 declared value).

(e) Our liability is limited to the amounts set out above and is based on the actual value of the item at the date of loss.

9.13 For all claims to be able to ascertain the extent of our liability we do require proof of the value of the whole consignment and any part or parts of it which make it up within our required timeframes. The proof of value in all cases must be a receipt or invoice for the items.

(a) We will be unable to accept website screenshots, catalogue print outs or similar item values as proof of value for the item you are sending

(b) We will only be able to cover for the cost of replacing the goods and will not cover for the profit you made on the parcel(s) / item(s) or applicable value added tax (VAT) (or like tax) on such profit

(c) We will not be able to accept a proof of value in the format of a word document.

9.14 For all claims of loss and part loss we must receive a proof of loss, in addition to the proof of value, as part of the claim within our required timeframes. This is an indication from the receiver that the goods have not been delivered/received.

(a) This needs to be signed letter from the receiver showing the date and full delivery address. This must be provided as part of the claim.

(b) We will not be able to accept an email as a proof of loss as we do require the receiver to sign a letter to advise the goods to have not been received.

9.15 We will not be able to accept any claims for damage where the following, in addition to the proof of value, has not been received within our required timeframes:

(a) Photos showing the full extent of the damage to the item

(b) Photos showing the internal packaging used

(c) Photos showing the external packaging used

(d) A quote for the repair to the item

9.16 We shall not accept liability on any damage claims where the packaging does not comply with our packaging guidelines. As a minimum each parcel should be in a new, undamaged cardboard box that is strong enough to carry the weight of the goods, the goods should not touch any side of the box and must be cushioned using internal packaging that is of at least 5 centimetres thick all over. This can be either bubble wrap or foam.

9.17 In all events of damage the item and all external and internal packaging must be kept and made available for inspection at the delivery address if required by the courier for 28 days from the claim submission date. Failure to have the item and packaging available should an inspection be requested could void the claim and we will no longer be liable.

9.18 Where there are no physical signs of damage to the item, we will not be liable and no claim will be processed in this event.

9.19 We shall not be liable for damage if the customer chooses a Service that does not have damage protection available. It is the Customer's responsibility to check the service restrictions when making the booking.

9.20 Should your item be disposed of due to it being deemed unsafe, health and safety risk or not fit for transportation we shall not be liable in these instances.

9.21 We shall not be liable to you under any circumstance for any loss or damage unless you notify us by contacting our customer service, within 7 calendar days of the collection date. Any claims received after this point will be rejected.

9.22 After notification of making a claim or submitting a claim with missing documents you will have a maximum of 7 calendar days to submit a full claim or send through any missing documents. If this is not received within this time frame the claim will be rejected.

9.23 Should your claim be rejected, and you wish to appeal this decision this must be done within 7 calendar days of the rejection notice being sent. Any appeals received after this date will be rejected and we will not be liable.

9.24 We can only accept, pay, and discuss any matters to do with a claim/booking for our services with the person who contracts with Wm-global-express.com . All other parties are not privy to this information.

9.25 Claims can only be accepted by emailing support@Wm-global-express.com with all necessary information. Claims received in any other method may be rejected and we will not be liable.

9.26 Any item requesting to be returned but later delivered to the original receiver cannot be claimed against as we cannot guarantee to stop the parcel in transit. We cannot be liable for these instances.

9.27 All claims will be submitted to the relevant courier for review. Wm-global-express.com reserve the right not to conclude any claim until a decision from the courier is received.

9.28 Wm-global-express.com reserve the right to reject any claim should any of the above terms not be met.

## **10. Your Indemnity**

10.1 We shall assume, for the purposes of this Agreement, that you are the sole owner of every item dispatched in the Consignment but if any other person makes a claim against us for loss of or damage to any such items beyond our liability to you then you agree that you shall indemnify us against any losses or liabilities that we suffer through that claim (including all legal costs and expenses) and you agree that we shall have no liability to you in these circumstances, regardless of whether such claims exceed any limitations of liability set out in this Agreement.

10.2 You agree to indemnify us against any losses or liabilities that we may suffer through the loss of, or inability to deliver, a Consignment caused by deficient or ambiguous labelling of such Consignment.

10.3 You agree to indemnify us against any losses or liabilities that we may suffer through a breach by you of any of your obligations set out in clause 4.

## **11. International Carriage**

11.1 If we are requested to collect from, or deliver a Consignment to, a country outside of the United Kingdom our terms of liability (subject to clause 9 above) shall be governed by the relevant provisions of the Convention on the Contract for International Carriage of Goods by Road as set out in the Schedule to the Carriage of Goods by Road Act 1965 (as amended) ("the CMR Regulations") and, in particular, articles 17 onwards and those provisions shall be deemed to be incorporated into this Agreement and will apply in place of any inconsistent terms within this Agreement. We can provide a copy of these provisions if requested, but even if these are not requested you will be deemed to have read, understood, and agreed to them and their incorporation into this Agreement.

11.2 In relation to that part of any carriage performed by air and if the transit by air involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention or Montreal Convention as amended may be applicable and the Convention governs, and in most cases limits, the liability of the Company in respect of loss of or damage to consignments.

11.3 We shall not be responsible for any local customs charges, import taxes or duties or any similar charge(s) incurred through a delivery of any Consignment, and you must satisfy yourself as to whether any of these charges will become due, and if so in what amounts, before completing a booking with us. If any such charges become due as a result of a delivery of a Consignment on your behalf and are charged to us by any competent authority, you agree to reimburse us fully in respect of the same within 7 working days of our demand.

11.4 We supply documents that are necessary to travel with your parcel for the use of customs and other such departments whilst the parcel is in transit. Neglecting to print or attach these documents to your parcel or not completing them in full may result in your parcel being delayed or returned. Wm-global-express.com will not be liable in such instances and no refund will be processed. It is the customer's responsibility to ensure that all the correct and necessary paperwork is accompanied with the parcel in transit and that it is fully completed and accurate.

11.5 It is the customer's responsibility to ensure that they have satisfied the needs of the receiving country when sending a parcel through us and that the receiver has the necessary documents or clearance to import into that country. Wm-global-express.com will not be liable for any parcels returned due to the receiver not having the necessary documents or clearance to accept the parcel. Any return charges incurred due to this will be surcharged to the customer.

11.6 This policy also applies to imports where the receiver is liable for all customs taxes, duties, and other Charges.

## **12. Refunds and Cancellations**

12.1 Cancellation of a booking must be received by 10pm the day before the collection date, any cancellations received after this time will incur a cancellation fee that will be deducted from the refund amount.

12.2 All cancellations must be submitted to our customer service team with full detail as to why the service is no longer required.

12.3 Any cancellations received on or after the date of collection Wm-global-express.com will charge a cancellation fee equivalent to the couriers wasted journey charges, deducted from the refund amount providing the item has not been collected.

12.4 If the courier attempts to collect the parcel after you have requested a cancellation, you should refuse to hand over the parcel(s). If the parcel(s) is collected, no refund will be issued.

12.5 Any cancellations received after the item(s) has been collected will result in the consignment being requested to be returned to you and no refund will be given. In most circumstances a return charge will also be levied against the booking. Please note we do not guarantee we will be able to stop a delivery of a parcel and if the parcel is delivered, we will not be liable.

12.6 Should any Charge be levied outside of the service charge and this Charge is paid by the customer these will be non-refundable, unless sufficient proof can be supplied to prove these Charges were raised in error either by Wm-global-express.com or the courier. Sufficient proof can include but is not limited to photographic evidence and/or customer's statements.

12.7 Transaction fees paid due to certain payment types are non-refundable.



12.8 All requests for a refund must be received within 28 days of the date the booking was made. A request received after this date, will be declined.

12.9 We will not be held responsible for wrong information that is entered on a booking. We shall not be liable for any costs or losses that you may suffer arising directly or indirectly from our failure or delay to perform any of our obligations due to this.

12.10 All refunds will be returned via the original method of payment unless stated in your refund request that you would prefer the funds to be added to your Wm-global-express.com account funds.

12.11 We shall not be liable for refunds where delays in service are caused by Acts of God, (including, but not limited to, adverse weather conditions that may cause immediate and future delays on all services).

12.12 We shall not, in any circumstances, be liable to you for any refunds where our Terms and Conditions have not been fully complied with including any items sent on the Prohibited and/or Restricted items list.

### **13. Account Funds**

13.1 Account funds added to a customer's account are for the use of purchasing services on Wm-global-express.com only.

13.2 If you change your mind after making a payment on account you may request a refund. The procedure for requesting a refund from your Account funds balance or otherwise is set out in clause 12 above. The refund amount will be the remaining balance on your account after any purchases have been deducted.

13.3 Any instances of claims of other manual credits to account funds are not available for refund.

13.4 If you do not place any orders for a 6-month period we will send an e-mail to the address in your Account Details to remind you of your balance. This will be repeated at 12 months and 18 months. When a period of 24 months has passed with no orders placed, we will assume that your account is no longer active, the Account funds balance will expire and you shall have no further claim to such balance.

### **14. Cashback**

14.1 At any time where we offer customers a promotional rebate rewards system based on volume of bookings per month, we shall refer to such system as "Cashback" and the additional provisions of this clause 14 shall apply.

14.2 Cashback and Account funds shall be separately recorded, and the total balance of these credits shall be shown in your account through our website.

14.3 When you place an Order, our system will check your Account Funds and Cashback credit balance. The Order value shall be deducted from the Cashback balance first. If such



deduction would result in a negative balance, then you shall make up the difference with an alternative payment.

14.4 Cashback balances are only for redemption on orders placed on Wm-global-express.com and are not available for withdrawal.

14.5 Cashback rebates will be in the form of account funds, to be used on future bookings through Wm-global-express.com only.

## **15. Miscellaneous**

15.1 Unless specifically agreed otherwise, working days do not include – Saturdays, Sundays, Public Holidays or Bank Holidays.

15.2 We will not provide any refund or reduction of charges if we receive less than the number of parcels for which you have contracted.

## **16. Nature of Agreement**

16.1 This Agreement, the Convention on the Contract for International Carriage of Goods by Road the Warsaw, and Montreal Conventions (so far as they are applicable) shall constitute the entire contract between us and you and the contract shall not incorporate or be deemed to incorporate any provisions of any other documents. In addition, this contract and the documents referred to above shall supersede any previous contract, warranty or representation made or given by us relating to the Service(s).

## **17. Termination**

17.1 This Agreement may be terminated by either party giving to the other one month's previous notice in writing to that effect or forthwith if the other party shall commit any breach of its obligations hereunder or (being an individual) shall commit an act of bankruptcy or (being a Corporation) shall go into liquidation other than for the purposes of reconstruction or amalgamation, or shall suffer the appointment of an administrator or a receiver of any of his or its property or income or make any deed or arrangement with or composition for the benefit of any of his or its creditors.

## **18. Variation**

18.1 No variation, extension or cancellation of the expressed terms of this Agreement (other than the Schedule) shall be binding upon the Company unless and until it is confirmed in writing under the hand of a Director of the Company and, for the avoidance of doubt, it is declared that no person other than such Director has authority to negotiate or enter into any commitment on behalf of the Company the effect of which would or might (but for this present clause) involve the Company in any legal liability whatsoever.

## **19. Applicable Law**

19.1 This agreement and any dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

19.2 You irrevocably agree, for our sole benefit that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual claims). Nothing in this clause shall limit our right to take proceedings against you in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions prevent us from taking proceedings in any other jurisdictions, whether at the same time or not, to the extent permitted by the law of that other jurisdiction.

## **20. Statutory Rights**

20.1 These terms and conditions are in addition to your statutory rights as a consumer which remains unaffected. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement.

## **21. Non-solicitation**

21.1 During the term of this Agreement, you shall not solicit to employ nor employ any of our employees of whom you become aware through the performance of this Agreement. Furthermore, you shall not otherwise hinder any of our other business relationships including those with our Members.

## **22. Use of P4D Brand**

22.1 You agree that you shall not use the words 'P4D', 'Parcels4Delivery' or any variant that includes the term 'P4D' or may be confused with it on Google Adwords or any similar internet advertising service. Any use of these terms would be in breach of our registered Trademark and legal action will be taken to enforce our protection.

## **23. Complaints**

23.1 We aim to provide outstanding customer service. If you have any complaint about the service you have received from us, please contact our Complaints Department by writing to us at our office address or emailing [support@Wm-global-express.com](mailto:support@Wm-global-express.com) . Please allow 7 working days for a response to any written correspondence.