

Terms and Conditions

A. Introductory Provision

1. These general Terms and Conditions (hereinafter referred to as "Terms and Conditions") specify the business and legal relations between the Service Provider, which is the company PARCELSPOT LIMITED, company registration number 648570, registered at 69 ESKER WOOD DRIVE, LUCAN, CO. DUBLIN, THE REPUBLIC OF IRELAND (hereinafter referred to as the "Provider") and the ordering party (hereinafter referred to as the "Client") and constitute the terms and conditions applicable to the agreement between the Client and the Provider (hereinafter referred to as the "Forwarding Contract").
2. The Provider is the owner of <http://www.parcelspot.com> (hereinafter referred to as the "Website") and the owner of the Parcelspot.com mobile application (hereinafter referred to as the "Mobile Application") and all copyright and related rights associated with the name and brand of Parcelspot Limited and Parcelspot.com.
3. The Forwarding Contract is concluded in writing, or arises at the precise moment when the Provider accepts the Client's request (via the website, by e-mail, via mobile application or by telephone) to carry the Consignment under the conditions as specified by the Client. The Provider reserves the right that each order of Transport Services by the Client is also expressed by consent to these Terms and Conditions and assumes respect for the provisions contained herein.
4. Upon the conclusion of the Forwarding Contract, the Provider will engage the Carrier to render the Transport Services in accordance with the Provider's corresponding contract with the Carrier ("Carrier Contract"). The Provider does not carry out the transportation of Consignments. The Provider only procures the Transport Services from the Carrier with the necessary care to best suit the Client's interests. The Carrier is responsible for accepting, transporting and delivering the Consignment and is responsible for carrying out the Delivery of the Consignment.
5. All contractual relations between the Provider and the Client are concluded in accordance with the laws of the Republic of Ireland and the Client and Provider each expressly submit themselves thereto.
6. Consignment parameters and shipping conditions are governed by the terms and conditions of the selected Carrier. Complaints are governed solely by the Carrier's complaints procedures, in which the alleged damage event occurred.
7. The Conditions of Carriage of the selected Carrier are attached to the Forwarding Contract and become a part of these Terms and Conditions. The Client agrees with them by confirming the order.

B. Terminology

1. **The Provider (Parcelspot):** arranges the Transport Service with the Carrier in respect of the Consignment via the automated Ordering System.
2. **Client (Client / Clients):** natural or legal entity ordering services with the Provider.
3. **Consignment (Shipment, Parcel, Goods):** the goods that require Transport Service as ordered by the Client through the Parcelspot Ordering System.
4. **Carrier:** entity different from the Provider, specialized in external transport or is a courier company, which physically transports the Consignment and is mediated by the Provider.
5. **Custom Carrier:** an entity different to the Provider, who is a contractual partner of the Provider and the Client, and to which the Provider transmits data constituting the Client's Consignment information based on the Submission of Data Contract. The Provider does not arrange the Custom Carrier, it only transmits the data to the contracted Custom Carrier.
6. **Sender:** actual person handing over a Consignment to a Courier.
7. **Recipient:** person / entity designated as such on the Transport Label or Waybill, for whom the Consignment is intended.
8. **Ordering System (Parcelspot.com):** online reservation service allowing the comparison and booking of Transport Services provided by the Provider's partners (Carriers), as well as consignment management and payments for services, for use by the Client. Used to record data related to contents, weight, dimensions, value of Consignments and address data, based on which, it calculates the cost of shipping, which is binding to the Provider.
9. **Identification Number:** unique code generated by the Order System for each order.
10. **Delivery:** Sending of the Consignment to the designated Recipient at the first lockable door of the property at the address given by the Client or for personal collection at drop-off points.
11. **Drop-Off and Collection Point:** Provider's drop-off and collection point or selected drop-off and collection point of the Carrier. The current list of drop-off and collection points is available by contacting Parcelspot.
12. **Actual Weight:** total weight of the Consignment as confirmed by the Provider or Carrier.
13. **Oversized Consignment:** consignment with dimensions and / or shape that does not correspond with the parameters detailed in Part D (unless otherwise stated in the selected Carrier's conditions).

14. **Additional Services:** all other extra services outside the simple Transport Services.
15. **Submission of Data Contract:** a contract concluded between the Client and the Provider, by which the Provider undertakes to hand over the data entered by the Client about the Consignment through the Ordering System, to the designated Custom Carrier.
16. **Transport Label or Waybill:** Document printed for the Consignment by the Client, obligatory according to the Carrier's conditions and service.
17. **Transport (Transport Service, Transportation, Carriage):** service provided by the Carrier. This means receiving, shipping and delivering the Consignment.
18. **Courier:** a Carrier employee who delivers the Consignment.
19. **Domestic Consignments:** consignments transported exclusively within a given country.
20. **International Consignments:** consignments transported between two different countries.
21. **P.O. BOX (Post Office Box):** lockable post office box.
22. **Business Day:** every day except Saturdays, Sundays, Public Holidays or other public holidays in a country that the Parcel is being delivered to or any country which the Parcel is being transported through.
23. **Credit:** summary of the Client's funds provided to the Provider for the purpose of payment by the Client of the services selected by the Provider, in particular, the provision for the Transportation.
24. **Conditions of Carriage:** the relevant Carrier's conditions of carriage / terms and conditions applicable to an order as determined by such Carrier.
25. **Non-Standard Area:** a mine; a power station; a township and / or other remote area; a plot, farm or game farm; a port or harbour; an embassy or consulate; retail, chain or online store.

C. Client's Obligations

1. The Client undertakes to thoroughly familiarize itself with the conditions of Carriage applicable to each order with the Carrier it chooses for the Transport of the Parcel(s), before concluding each such order on the Ordering System. In particular, the Client undertakes not to place a Package for Transport that would be excluded from the carriage for the given Carrier under its Conditions of Carriage, and that each Parcel will be properly packaged and ready for Transport as required by the Carrier's Conditions of Carriage. The Client acknowledges that the Carriers are authorized to change and update their Conditions of Carriage without notice and at any given time. The Client warrants that all data entered by the Client on the Provider's Website is correct and accurate. In the case of an Oversized Consignment and / or a higher weight or larger Consignment than the data entered, the Consignment may not be accepted for Transportation and is a reason for withdrawal from the Forwarding Contract and / or from the Carrier Contract. Withdrawal from the Forwarding Contract and / or Carrier Contract for this reason does not affect the entitlement to the agreed compensation for the provision of Transport. If the Consignment is still accepted for Transport, the Client agrees to pay the surcharges and handling fees contemplated in Part L. The Provider is not obliged to alert the Client regarding any incomplete or incorrect data.
2. The Client warrants that all collection and delivery address information captured by the Client when concluding the Forwarding Contract and / or changing the address(es) thereafter, is accurate. During the Transport Service, the Provider or the Carrier will verify and subsequently collect / deliver the Consignment from / to the correct addresses. If the Client has captured incorrect collection / delivery address details, the Client agrees to pay the surcharges and handling fees contemplated in Part L.
3. The Client warrants that if a collection and / or delivery address is within a Non-Standard Area, the Client will disclose same to the Provider when concluding the Forwarding Contract. If, after the conclusion of the Forwarding Contract, the Client changes the delivery address to a Non-Standard Area and / or if the Carrier determines that the delivery address is within a Non-Standard Area during the Transport Service, then the Client agrees to pay the surcharges and handling fees as contemplated in Part L.
4. The extra costs incurred as a result of the Client's additional requirements for the selected Carrier shall be borne by the Client and rebilled in accordance with Part L.
5. In the event that the Carrier requires the printing and attaching of the Transport Label or Waybill to the Consignment (as stated in the selection of the Carrier on the Website and in the transport conditions of the selected Carrier), the Client declares that the Transport Label or Waybill will be printed and handed over to the Carrier. If the Consignment in question does not have Transport Labels or Waybills printed and attached to the Consignment at the time of the Carrier's arrival in accordance with these requirements, the Consignment may not be accepted for Carriage and is a reason for withdrawal from the Forwarding Contract and / or from the Carrier Contract. Withdrawal from the Forwarding Contract and / or from the Carrier Contract for this reason, does not affect the entitlement to the agreed remuneration for the provision of Transport and Parcelspot will be entitled to retain all fees paid by the Client at its own discretion.
6. The Client declares that the information contained on the Transport Waybill or Label is correct and in accordance with facts.

7. The Client is obliged to remove the following from the Consignment: all misleading messages, signs, addresses, or previously used waybills or labels that are not related to the present consignment. A Consignment that does not comply with these terms may not be accepted for Carriage and is a reason for withdrawal from the Forwarding Contract and / or from the Carrier Contract. Withdrawal from the Forwarding Contract and / or from the Carrier Contract for this reason, does not affect the entitlement to the agreed remuneration for the provision of Transport.
8. Withdrawal from the Forwarding Contract and / or from the Carrier Contract for the reasons set out in Parts C and / or I of these Terms and Conditions shall not affect the Provider's right to reimbursement of reasonable costs and, in such cases, the Client undertakes to pay the Provider a handling fee in the amount of the Transportation price according to the current valid price list of the selected Carrier. The same procedure will be followed if the Client arranges the service to be executed through the Parcelspot.com service but was absent on the day of the Carrier's arrival for collection of the Consignment.
9. The Client is obliged to ensure the proper and secure packaging of the Consignment according to the following conditions:
 1. Proper packaging depends on the goods being transported, their physical weight, dimensions and centre of gravity. Only a fully sealed Parcel in a cardboard box of two (2) or more layers of cardboard may be given, corresponding to the nature and weight of the goods. Since Consignments are automatically sorted on conveyor belts, the Consignment must be securely packaged. Suitable packaging must also be resistant to falls from a minimum height of one metre (1m). The cardboard box needs to be sealed from each side with strong adhesive tape.
 2. The Client is obliged to prevent access to the contents of the Consignment without leaving visible traces of the contents.
 3. The Client is obliged to package each piece of Consignment for Transportation as a compact handling unit in proper packaging so that the contents are protected against loss, damage or destruction during Transportation and handling and in such a manner that it does not damage or endanger other consignments being transported, the means of transport used, the property of the transfer facility, or any persons handling the Consignment.
 4. Box space needs to be optimally used with appropriate dimensions and sufficient quality of the packaging material, as well as the complete filling of the inside of the box to protect the goods. Proper separation of items in the Consignment must be done with appropriate material. Loose Parcels must be packed in at least in a cardboard package, supplemented with shrink wrap, and / or the empty space inside the Package filled with padding or other suitable material to prevent the movement of the contents within the Package. Damage cannot be claimed for Consignments packed only in, for example, foil, shrink wrap or plastic bags.
 5. It is not possible to transport a Parcel from which long and / or sharp parts protrude.
 6. Fragile goods should be wrapped in polystyrene or wrapped with other soft, wrapping material. Labelling the Parcel with "Caution Glass" or "Fragile" labels calls only for extra caution but does not protect the goods and does not release the Sender from its obligation to package the goods properly.
 7. Goods which are difficult to wrap or are of abnormal dimensions should be protected under packaging film with another suitable packaging material over the goods.
 8. Bottles and jars placed in the Consignment must be packed in packages that are suitable for the transportation of bottles and jars. Bottles in the Parcel must have a protective layer placed underneath and above them, as well as in-between bottles.
 9. Bound / tied packages cannot be accepted.
 10. Goods on a pallet must be tied together with strapping tape so that the Consignment does not tilt or shift.
 11. Each Consignment must be packaged correctly and be ready for dispatch. If the quality of the packaging is insufficient, the Courier reserves the right to refuse to uplift the Consignment. In the event of a gross breach of these Terms and Conditions, such as sending goods that are listed on the prohibited list in clause I.3, insufficient packaging of the Consignment with subsequent damage to other consignments or the property of the Carrier, the Provider reserves the right to be compensated for the damage caused by the Client's Consignment and the Client agrees to pay for such damages as set out in clause L.3.
 12. If the items are not properly packaged, they will not be covered by protection cover. The Client is responsible for any damage or loss resulting from Consignments being unsuitably packaged.
10. The Client undertakes to inform the Recipient that, in the event of loss of parts or damage to the Consignment, the Recipient is obliged to make a record with the Courier immediately, which will include the manner and extent of damage or partial loss. The damage report must be drawn up in the presence of the Carrier representative (the protocol required must be legibly signed by the Recipient and the Carrier's representative who is delivering the Consignment).
11. The Client shall ensure that the Consignment is received at the destination. The Client is obliged to inform the Sender of the concluded contract with the Provider.
12. The Client shall ensure that the Consignment is collected at the collection location. The Client is obliged to inform the

Sender of the concluded contract with the Provider.

13. The Carrier and the Provider have the right to ask the Client to provide information and / or documentation on the Sender's / Receiver's identity, the contents and nature of the Consignment and any other documentation / information required by the Provider to comply with its statutory obligations. The Client is obliged to comply with this request for data provision.
14. All orders made using the Client's details (necessary for the use of all services described in the Ordering System) or through the Client's username and password (in the case where the Client has an account with the Provider), shall be deemed to have been made by the Client.
15. If the Client takes parcel protection cover, then the Client must disclose the commercial value of the Consignment as at the date of the conclusion of the Forwarding Contract in accordance with clause 0.3. If the Client has not acknowledged the value of the Consignment in a manner as described above, any claim from a protection cover event will be limited to the maximum value of the parcel protection cover taken by the Client in relation to that Consignment.
16. The Client acknowledges that, in cases where there is a reasonable suspicion that the Client's consignment violates applicable legal regulations, the Carrier and / or the Provider shall immediately notify the relevant institution of such Consignment and stop the Consignment. The Carrier and / or the Provider will hold the Consignments until inspection by the competent authority is completed.
17. The Client acknowledges that the Provider may require payment to the value of Additional Services not agreed upon at the conclusion of the Forwarding Contract, which the Client, Sender or Recipient additionally requires from the Carrier, as well as penalties charged by the Carrier for non-compliance with the transport or these Terms and Conditions on the part of the Client.
18. By placing an order, the Client undertakes that the Consignment will be ready for collection at the pick-up address between 08h00 and 18h00 on the selected day. In the event of unforeseen circumstances on the part of the Carrier, the collection may be carried out on the selected day, either earlier or later. Exceptionally, as a result of unforeseen circumstances on the part of the Carrier, the collection may be carried out on the next business day.
19. Upon delivery / collection of the Parcel, the Client is responsible for ensuring that the Courier furnishes the Recipient with a signed copy of the waybill / consignment note issued in respect of the Consignment. In the case of a paperless collection when stated in the Parcelspot invoice email, the Client is responsible for ensuring that the Courier places the correct sticker onto the parcel and links the barcode on the sticker to the correct corresponding waybill number.

D. Oversized Consignments

1. Any Consignment that exceeds the following parameters will be deemed to be an "Oversized Consignment":
 1. DSV weight and dimensions:
 1. Maximum weight is 30kg per parcel.
 2. Maximum dimensions: Width-42cm x Height-57cm x Length-57cm.
 2. Rhenus Express weight and dimensions:
 1. Maximum weight is 30kg per parcel.
 2. Maximum dimensions: Width-150cm x Height-80cm x Length-120cm.
 3. GlobeFlight weight and dimensions:
 1. Maximum weight is 35kg per parcel.
 2. Maximum dimensions (domestic):
 1. Express & Economy: Length x Width x Height = 5,000cm.
 2. Express Road: Length x Width x Height = 4,000cm.
 3. Maximum dimensions: Width-81cm x Height-90cm x Length-60cm.
 3. Maximum dimensions (international):
 1. Express & Economy: Length x Width x Height = 5,000cm.
 2. Air Freight: Length x Width x Height = 6,000cm.
 3. Express Road: Length x Width x Height = 4,000cm.
 4. FedEx weight and dimensions:
 1. Maximum weight is 68kg per parcel.
 2. Maximum dimensions: up to 274cm in length or a maximum of 330cm in length and girth combined (girth = 2 x height + 2 x width).
 5. DPD weight and dimensions:
 1. Maximum weight is 30kg per parcel.
 2. Maximum dimensions: Width-60cm x Height-80cm x Length-70cm.
2. The Provider's prices are determined by the volumetric weight of the Package (calculated for consignments with volumes greater than 0.25 m³ [250,000 cm³]). Volumetric weight is calculated using the following default formula:
Volumetric weight = height (cm) x length (cm) x width (cm) / 5,000.

3. Different Carriers may deviate from the above default formula by using a different coefficient.
4. If the volume weight (calculated according to the formula above) exceeds the actual weight, it may be decisive for the Carrier to recalculate the price of transport, in which event, the Client agrees to pay the surcharges and handling fees as contemplated in Part L.

E. Provider's Responsibilities and Obligations

1. All prices quoted on the Provider's Website include fifteen percent (15%) Value Added Tax (VAT), unless otherwise stated.
2. The Provider reserves the right to change the price list. Furthermore, it reserves the right to make changes to the introduction of new services, to modify or cancel valid services and to introduce, cancel or make changes to promotions.
3. The Provider undertakes to provide the Client with the Transport Services provided by the contractual partners (Carriers), through the Ordering System. The Provider is entitled to reimbursement for the mentioned services as stated in the calculation of the Transport price in the Ordering System or as communicated telephonically and / or via email, and / or as rebilled in accordance with part L of these Terms and Conditions.
4. Information relating to the Consignment, as well as proof of delivery, may be retrieved upon written request, within one (1) year of Delivery.
5. When changing the delivery address with the Provider during Transportation, the Carrier shall specify and subsequently deliver the Consignment to the amended address. Subsequent delivery after a first unsuccessful delivery attempt may be subject to a charge, subject to the conditions of the selected Carrier and its service, and the Client agrees to pay for all such charges and the handling fee as contemplated in Part L.
6. The Provider undertakes to inform the Client of any information received from the Carrier regarding the Transport of the Client's Consignment.
7. The Client may order the Provider's service twenty fours (24) hours a day, seven (7) days a week.
8. The Provider does not provide a Transport Service to P.O. Boxes.
9. Pick-up and Delivery Guarantee:
 1. Delivery times and collection dates are always estimated and are only approximate, not guaranteed.
 2. The Provider does not provide a guarantee of delivery unless it is directly stated in the service description; all these guarantees are taken over by the selected Carrier.
 3. The transport times of the shipping services shall not include the collection day of the Consignment by the Carrier (unless otherwise specified), the time required for customs inspections, inspections by competent public authorities, correction of faulty customs documents, etc., delays caused by *force majeure* or circumstances arising from the operation, as well as circumstances that the Carrier could not avert or anticipate.
 4. In case of non-delivery by the Carrier by the express transport deadline, only the economy delivery price (standard product) is charged.
 5. Compensation for non-delivery at the time of the express product will be the difference between the prices for express delivery and standard delivery. If there is no difference in prices between express delivery and standard delivery, then the Client will not be entitled to any compensation.
 6. The base fee does not include additional fees for services used during the ordering process, such as supplementary protection cover, document returns, etc.
 7. In the case of personal pick-ups at Collection Points by the Recipient, the delivery of the Consignment in question will be the moment the Consignment is collected.
 8. Consignments will not be delivered on Saturdays, Sundays and / or national Public Holidays, unless expressly agreed to in advance and in writing by the Provider. Delivery of Consignments on Saturdays, Sundays and / or national Public Holidays will be subject to the Client paying a surcharge before the delivery of the Consignment.

F. Provider's Limitation of Liability

1. The Provider does not carry the risk of damage to the Consignment during Transportation. The Provider is only liable for damage to the Consignment from the time it is collected until delivery takes place, and then, only in the event of the **Carrier's gross negligence, fraud and / or misconduct**.
2. In some cases, the Consignment may be returned to the Sender from the customs office for export or in the country concerned, due to an issue with the contents of the Parcel being transported (dangerous goods, explosive substances, goods that are not permitted to be transported to that country, etc.). In such cases, it is not possible to claim a refund on transport and the Client agrees to pay for all such additional charges and the handling fee as contemplated in Part L.

3. The Provider is not responsible for any non-delivery of the Consignment. It shall not be liable for any other (even indirect) damage and it shall not be liable for any loss of profit and / or any other consequential and / or indirect damages resulting from the use of the Parcelspot.com service associated with any loss, damage or delay of the Consignment. The Provider is not liable for orders not fulfilled for technical reasons, such as the failure of the Provider's Website or mobile application. The Provider is not responsible for the Client's changes and transactions.
4. The Client is obliged to find out all the necessary information about the possibility of transporting goods to a chosen destination and the Provider is not responsible for the return of the goods by the Carrier or the customs office due to non-fulfilment of these conditions. The Client must inform themselves of all applicable customs regulations and the Carrier's delivery guidelines and conditions.
5. If the Client provides incorrect information about the contents of the Consignment or if the packaging is insufficient, the Provider may, in its sole discretion, elect to waive all liability for damage or non-delivery of the Consignment.
6. In the event that the Client joins several Consignments without placing them in separate boxes and the Consignments are separated during transport and the Recipient then signs the receipt of the Consignment / Consignments, the Client cannot exercise any rights resulting from any loss, partial loss or destruction of the Consignment / Consignments.
7. In the event of loss or destruction to part of the Consignment, compensation shall be calculated in relation to the size of the Consignment to which the damage relates.
8. The Provider shall not be responsible for the Consignment to which a different waybill or label has been attached or any other waybill or label generated by the Parcelspot.com Ordering System, and the Client may have changed the Consignment's Address(es) or any other parameter thereof. If any details of the Consignment are changed by the Client prior to collection taking place, then the entire order will be cancelled by the Provider and the Client must complete a new order and conclude a new Forwarding Contract.
9. In the event that it has been wrongly or inconclusively addressed or labelled, the Provider is not responsible for the incorrect delivery or non-delivery of the Consignment. If the Client has captured incorrect or incomplete collection / delivery address details, the Client agrees to pay the surcharges and handling fees as contemplated in Part L.
10. The required time for customs clearance may vary according to the destination country's regulations and the related expenses are borne by the Recipient. In the case of Packages intended for export, if the Recipient fails to meet its obligations to reimburse the customs clearance expenses, the Client shall be liable for such expenses and the Client agrees to pay such expenses and handling fees as contemplated in Part L.
11. In matters of carrying out orders and complaints, the Client is the only legitimate owner of the Consignment and therefore any refunds will be credited to its bank account, credit card account or credit balance on the Provider's systems.
12. Only the Client is authorized to file a complaint with the Provider.
13. The Client is obliged to notify the Provider of any damage within seven (7) days of the occurrence of damage to a Delivered Consignment. The expiry of that period shall cease any entitlement to compensation for any damage. In the event that the delay or non-delivery of the Consignment to the Recipient or non-execution of the agreed order is caused by a strike, labour disputes, blockade, bad weather, heavy traffic, mechanical damage or congestion of roads and highways, or any other cause beyond control of the Provider or Carrier.
14. The Provider is not liable in any way for lost revenues, lost profits, loss of markets, loss of reputation, loss of clients, loss of service or loss of opportunity, even if it could possibly be aware that such damages or losses could arise, and the Client indemnifies the Provider in respect thereof. Likewise, the Provider shall not be liable in any way for any indirect, incidental, special or consequential damage or loss, whether such damage arose in any way, including, without limitation, breach of contract, negligence or omission, and the Client indemnifies the Provider in respect thereof.
15. The Provider shall not be held liable in cases of non-liability of the Carrier under the provisions of international conventions or national law and the Client indemnifies the Provider in respect thereof.
16. The Provider shall not be liable if it fails to comply with any obligations against the Sender, if these obligations arise from:
 1. Circumstances beyond the control of the Provider or Carrier, such as, but not limited to, natural hazards, earthquakes, cyclones, storms, floods, fires, diseases, fog, snow or frost.
 2. Influences by higher powers, such as, but not limited to, wars, accidents, acts of public enemies, strikes, embargos, local disputes, governmental determinations or civil unrest.
 3. National or local disruptions in the operational and technical provision of air or land transport networks and technical / technological problems of transport, transport equipment or similar facilities.
 4. Hidden defects or internal defects of the Consignment.
 5. Third-party offences, such as heists or robberies.
 6. Any breach by the Client (or violation of another party who has an interest in the Consignment and / or caused such breach) of their obligations under these Terms and Conditions.
 7. The weight or dimensions of the Consignment do not match the declared weight or dimensions when the

- order was placed and / or as recorded on the Transport Waybill or Label.
8. The contents of the Consignment include prohibited goods, notwithstanding the Carrier having accepted such consignment.
 9. The Recipient refuses to, for example, accept the Consignment without giving a valid reason.
 10. The act or neglect of any customs, security, government or equivalent official or agent of an airline or an airport.
 11. Refusal of the Provider to make any unlawful payment on behalf of the Client.
17. In case of a breach by the Client of the provisions of the selected Carrier's Conditions of Carriage or of the Forwarding Contract, the Provider may block or remove the Client's account and also immediately withdraw from the Forwarding Contract without written justification and / or penalty.

G. Delivery

1. The Delivery of the Consignment to the Recipient is made to the first lockable door of the property (if no additional service is used), at the address given by the Client, or by personal collection at any Collection Point (if the selected service supports it).
2. Upon Delivery, the Courier shall give the Recipient a carefully packaged, accurately and legibly addressed Parcel. Courier cannot be made to wait to deliver the Consignment. If it is not possible to transfer the Consignment to the Recipient, the delivery may be interrupted.
3. The Consignment shall be exchanged for a signature of the Recipient or persons who may be presumed to be entitled to take over the Consignment, depending on the circumstances, in particular, persons present at the Recipient's premises and also persons who possess full power of attorney, even outside of the place of delivery. The Delivery of the Consignment to the Recipient or another person in accordance with the first and second sentences of this provision is confirmed by its signature on the Transport Waybill or Label. The Courier does not verify the identity, unless it is indicated for the selected service. Delivery is deemed to have been completed even if the Consignment at the delivery address is taken over by an unauthorised person, if this fact could not have been assumed by the Courier from the information available to him.
4. The Courier also requires the Recipient's full name upon signing. The Recipient can open the box or check its contents only after proof of delivery has been signed.
5. If delivery is not made on the scheduled day for a reason of no fault of the Courier (eg. the Recipient is absent), an additional delivery attempt will take place on one of the following Business Days.
6. If the Parcel is not collected within seven (7) days of the first delivery attempt, the Provider reserves the right to return the Consignment to the address of the Sender at the Client's expense. The additional incurred costs will be charged to the Client and the Client agrees to pay such costs and handling fees in accordance with Part L.
7. A service shall be deemed not completed, without the right to a refund, if:
 1. Situations in clauses F.16, C. 15 and Part I of these Terms and Conditions occur.
 2. The Consignment has not been paid for, or a lower amount than specified has been paid, or the Client or Recipient refuses to pay a fee or a difference in fees.
 3. The Consignment cannot be delivered to the Recipient or is returned to the Sender due to a missing or incorrect address.
8. In case of a proven refusal by the Recipient to accept the Consignment, the Consignment will be returned to the Sender and the Client agrees to pay the additional incurred expenses plus the surcharges and handling fees as contemplated in Part L. If possible, the amount will be deducted from the Client's prepaid account.
9. The Recipient is obliged to retain the protocol of acceptance of the consignment and to show the original in case of disputes.

H. Parcel Protection Policy

1. Important Information:
 1. Notwithstanding any provision to the contrary in these Terms and Conditions, it is hereby declared and agreed that the risk of loss or damages to Consignments may be transferred to Parcelspot at an additional fee and on these Terms and Conditions herein PROVIDED such Terms and Conditions have been signed and accepted through the order process by clicking the acceptance of the Terms and Conditions prior to attachment of the risk.
 2. Parcelspot shall not be liable for any loss or damages that fall outside the scope of the Terms and Conditions contained herein.
2. Territorial Limits:
 1. **Domestic Consignments:** To and from places anywhere within the borders of a single country.
 2. **International Consignments:** From any country to another country i.e. across international borders.

3. Mode of Transport:
 1. Per road and / or airfreight
4. Basis of Indemnity:
 1. New cargo.
 2. Selling price as per commercial sales invoice.
 3. Used / second-hand / other than new cargo.
 4. Local market value at time of loss.
5. Maximum Limit Per Carrying Conveyance:
 1. R50,000.00 maximum indemnity for any one loss per carrying conveyance.
6. Goods Covered:
 1. General goods as declared to and accepted by Parcelspot.
7. Excluded Goods:
 1. The following goods are specifically excluded from cover:
 1. Livestock, live fish, pets or any animal, jewellery, furs, watches, precious metals and stones, artworks and antiques;
 2. Treasury notes, specie, bullion, cash bonds, deeds, stamps and securities;
 3. Manuscripts, documents, plans, computer systems records;
 4. Non-ferrous metals, copper, brass and scrap, explosives, ammunition, tobacco, cigars, cigarettes, liquor, wines, beer or any other alcoholic beverages and the like;
 5. Used household goods and personal effects and dangerous drugs which are the subject of various International Conventions;
 6. Temperature-controlled foodstuffs, frozen or chilled.
8. Risks Covered:
 1. The Provider accepts liability for loss / damage to goods following a peril covered in terms of the following conditions:
 1. Against all physical loss and / or damage to the subject matter insured s per Institute Cargo Clauses (A) and / or Institute Cargo Clauses (Air) (excluding sendings by Post), whichever may be applicable.
9. Second-Hand and / or Returned Interests and / or Reconditioned and / or Refurbished Goods:
 1. Excluding chipping, denting, scratching, marring of paint.
 2. Excluding rust, oxidization, discolouration.
 3. Subject to the Institute Replacement Clause.
 4. Subject to the Second-Hand Replacement Clause.
 5. Excluding mechanical, electrical and / or electronic derangement unless caused by and covered peril in terms of the Institute Cargo Clauses (B).
 6. Institute Cargo Clauses (A) CI382 01/01/2009.
 7. Institute Cargo Clauses (Air) CI387 01/01/2009.
 8. Institute Cargo Clauses (B) (As Amended) CI383 01/01/2009.
 9. Institute War Clauses (Air Cargo) CI388 01/01/2009.
 10. Institute Replacement Clause CI161 01/01/1934.
 11. Institute Strikes Clauses (Cargo) CI386 01/01/2009.
 12. Institute Strikes Clauses (Air Cargo) CI389 01/01/2009.
 13. Institute Malicious Damage Clause CI266 01/08/1982.
 14. Institute War Cancellation Clause (Cargo) CI271 01/12/1982 Apply to Open Slips and Open Contracts.
 15. Institute Radioactive Contamination, Chemical, Biological, Biochemical, Electromagnetic Weapons Attack Exclusion Clause CI370 10/11/2003.
 16. Institute Cyber Attack Exclusion Clause CI380 10/11/2003.
 17. Termination of Transit Clause (Terrorism) Jc2009/056 01/01/2009.
 18. Sanction Limitation and Exclusion Clause Jc2010/014 11/08/2010.
 19. Institute Marine Policy General Provisions Cargo CI269 01/10/1982.
 20. Institute Theft Pilferage and Non-Delivery (Protection Cover Value) CI272 01/12/82.
 21. Important Clause.

10. Pairs and Sets Clause:

Where any item consists of any articles in a pair or a set, liability will not exceed the declared value of any set which may be lost, nor more than the proportionate part of the declared value of the pair or a set.

11. Depreciation:

Liability is restricted to the reasonable cost of repair and no claim is to attach hereto for depreciation consequent thereon.

12. Replacement Clause:

In the event of loss or damage to any part or parts of a Client's machine caused by a peril covered by the conditions, the sum recoverable shall not exceed the cost of replacement or repairs of such part or parts plus charges for forwarding and refitting, if incurred but not exceeding duty unless the full duty is included in the value declared, in which case, loss, if any, sustained by payment of additional duty shall also be recoverable. Provided always that in no case shall the liability of the Provider exceed the declared value of the complete machine.

13. Second-Hand Replacement Clause:

1. In the event of a claim for loss or damage to any part of the Covered Interest in consequence of a peril covered by the Policy, the amount recoverable hereunder shall not exceed such proportion of the cost of replacement of the parts lost or damaged as the covered value bears to the value of the new machine, plus additional charges for forwarding and refitting the new part or parts, if incurred.
2. It is warranted that manufacturer-made spare parts are available in respect of any such machinery or workshop and testing equipment, but if spare parts are not available then the reference to "Cost of Replacement" in the Second-Hand Machinery Replacement Clause shall be deemed to mean the last published catalogue price or cost of local manufacture of the part(s), whichever shall be less.
3. Excluding mechanical and / or electrical and / or electronic derangement, unless caused by a covered peril recoverable in terms of the Institute Cargo Clauses (B).
4. Excluding the risks of rusting, oxidation and discoloration.
5. Excluding the risks of chipping, denting, scratching and / or marring of paintwork.

14. Major Exclusions:

The following are some major exclusions in terms of the Institute Cargo Clauses. This serves only as a guideline and you should refer to Parcelspot for a detailed explanation of all policy exclusions.

1. **Consequential Loss:** Cover in respect of physical loss or damage to the goods only. No consequential losses whatsoever (e.g. loss of market, wages, project delay, etc.) are recoverable.
2. **Third-Party Liability to Property or Life:** Loss or damage to third-party property or life caused by the goods, are not covered.
3. **Delay:** Loss, damage or expense proximately caused by or consequential upon delay, is not recoverable even if the delay was caused by the covered peril.
4. **Demurrage:** Cover does not include fines, costs, and expenses in respect of Demurrage howsoever arising (e.g. any loss of hire period incurred by the shipowner).
5. **Inherent Vice or Nature of the Goods:** A quality inherent in goods which produces damage to the goods without the assistance of an outside agency and by its own action, e.g. fishmeal which spontaneously combusts.
6. **Insolvency or Financial Default:** Loss, damage or expense arising from insolvency or financial default.
7. **Insufficient Packaging or Stowage:** Goods are always expected to be sufficiently packaged to withstand the ordinary perils of the contemplated transit. Loss or damage to goods that have not been adequately packaged and / or prepared in a manner as to withstand the ordinary perils / handling during the transit and / or cargo inadequately stowed, are not recoverable.
8. **Political Confiscation:** Loss or damage to goods arising from political confiscation, expropriation, appropriation, requisition, nationalisation or deprivation of cargo by a Government, Public or Local Authority, or any such body of a country covered under our policy, is excluded.
9. **Radioactive Contamination:** Loss, damage or expense attributable to the radioactive contamination of the goods, are not recoverable.
10. **Shipping Containers:** Material loss or damage to containers or any liability arising out of their use, is not recoverable.
11. **Trade Ullage:** Since trade ullage (losses attributable to ordinary leakage or loss in weight) is inevitable and not a risk, ullage is not covered.
12. **Wilful Misconduct of the Client or the Recipient:** Loss, damage or expenses where the Client or the Recipient wilfully and knowingly acts in a manner which results in a loss, is not recoverable.
13. **War Risks on Land:** This is an exclusion.

15. Claims Procedure

1. In the event of a claim:
 1. Document the condition of your goods upon delivery. Make clear exceptions on the delivery receipt, noting any loss and / or damage to the goods and / or the packaging and / or the containers.
 2. Take pictures – photographs will be very helpful as evidence.
2. Minimise the loss – immediately protect the goods from further loss or damage:
 1. Separate wet goods from dry goods.
 2. Repack to prevent further loss or damage.
 3. Move goods to a secure location.
3. Important:
 1. Preserve all packaging, damaged goods and / or seals until advised otherwise by Parcelspot.
 2. Notify Parcelspot of any possible claim immediately via e-mail at info@parcelspot.com, no later than three (3) days after delivery. Depending on the nature of the claim, our claims team will guide you on the documentation required and procedures to follow.

16. Acceptance of Terms

Should the Terms and Conditions mentioned in this document meet your requirements, please tick the check box. By ticking the box, you are acknowledging and accepting the Terms and Conditions and the relevant Institute Cargo Clauses.

17. Claims

1. The Provider is not responsible for the fulfilment of services by the Carrier. The Provider will investigate any claims by the Client. The Client must provide the Provider with the necessary assistance, in particular, providing all documents relating to the Consignment, its value, etc.
2. Claims are subject to the deadlines and terms and conditions of the applicable Carrier. The Provider will submit, investigate and resolve claims with the Carrier in accordance with these Terms and Conditions **and the Provider's** Claims Policy.
3. Neither the Provider nor the Carrier shall be liable for the non-execution or improper execution of Transport Service, in particular:
 1. If the Consignment was poorly addressed (e.g. error in name, surname, street name or number, city of Recipient, company name, etc.);
 2. If the Sender or the Recipient has changed the domicile or place of residence (in case of a company);
 3. If the actual contents of the Consignment do not match the declared contents when sending and / or as recorded in the Transport Waybill or Label;
 4. If the weight of the Consignment does not match the declared weight on dispatch and / or as recorded in the Transport Waybill or Label;
 5. If the Recipient refuses to fulfil the conditions of delivery of the Consignment (for example, refuses to take the Consignment);
 6. In the circumstances contemplated in clauses C. 15 and F.16 (both inclusive);
 7. When incidents occur, amongst others: poor weather conditions (low or high temperatures, fog, large quantities of snow, ice, etc.), strikes, floods, earthquakes, fires, etc.
4. Damage means a change of state, i.e. alteration of the quality, dimensions, structure, stability and / or composition of items constituting the Consignment, which may be removed by repair, or such a change of condition which cannot be remedied by repair, but nevertheless, the matter is applicable to the original purpose.
5. Destruction means a change in the state of goods constituting a Consignment which cannot be removed by a repair and the item cannot be used for its original purpose.
6. In case of damage to the Consignment, reasonable repair costs, which are necessary for putting the Consignment to its original condition, include the cost of dismantling and assembling the Consignment. These costs shall be deducted from the cost of the recoverable and usable residues of the replaced parts. If the damaged Consignment is not repaired and is usable for its original purpose, then the Client is entitled to compensation for damages equal to the price difference of the Consignment before the damage and after the damage occurred. The value of the damaged Consignment is the amount determined by an expert opinion, or the net proceeds from the sale of the damaged Consignment, if the purchaser agrees to the sale.
7. Subject to receipt of the claim documentation as advised by the Provider, in the event of destruction or loss of the Consignment, the actual value of the Consignment is the value at the time of receipt of the Consignment by the Carrier (or part thereof, if only part of it is lost or destroyed). The value of the Consignment is stated in

- the Forwarding Contract.
8. For damaged Consignments, the Client, the Recipient and the Provider are obliged to permit the inspection of the Consignment by representatives from the Carrier company.
 9. If the basis for determining the value of the damaged or missing contents of the Consignment is a an invoice in a foreign currency, the amount on this invoice shall be recalculated according to the exchange rate declared by South African Reserve Bank, valid on the first working day of the month in which the Consignment was accepted for carriage.
 10. A Domestic Consignment shall be deemed to be lost if it does not arrive at the domestic destination as indicated in the consignment note within fourteen (14) days of the expected delivery time as indicated in the Transport Waybill or Label. An International Consignment will be deemed to be lost if it does not arrive at the international destination within thirty (30) days of the expected delivery time.
 11. Obvious violation or damage to the packaging and the loss found, may be claimed at the latest upon Delivery of the Consignment in the presence of the Courier and written on the date of Delivery. Damage or partial loss of the contents of the Consignment must be drawn up in a damage report.
 12. In the event of damage which is not apparent upon Delivery, only if the claim is submitted by the Client within three (3) working days of receipt or return of the Consignment and if the causes of damage have been conclusive, attributable to the Carrier, the claimant will be entitled to compensation. The Provider will not be liable for mechanical, electrical and / or electronic damage to the contents, even if the packaging of the Consignment has been sufficient.
 13. Claims regarding loss, damage, destruction or loss of the contents of the Consignment shall include:
 1. Name and address of the applicant.
 2. Original claim or printed complaint form.
 3. The Identification Number of the Consignment within the Parcelspot.com system.
 4. Description of the contents of the Consignment, including the price of each item.
 5. Applicant's bank account details.
 6. Original of the consignment note (copy left by the Courier), a certified copy of the document confirming the damage amount, depending on its type (purchase invoice, voucher, cash document / purchase / sale agreement, original calculation of the cost of Consignment contents issued by the manufacturer or the repair / correction / calculation of the repair / invoice costs) and the original damage report (the printout belonging to the injured party).
 7. The servicer, repairer or other persons who carried out the repair of the Consignment if the Consignment has been repaired after the damage occurred, or if the circumstances of the case are so required.
 8. Photo documentation for Consignments with partial loss or damage. The photo documentation submitted to the Provider must also include photographs of the packaging, the Transport Waybill or Label (if applicable) and the contents of the Consignment, to assess whether the damage to the Consignment is in causation with the damage to the packaging.
 9. In case of a non-delivery of the Consignment, a sworn affidavit is required from the Recipient to confirm non-delivery of the Consignment.
 10. The signature of the applicant.
 11. A document proving the entitlement to the claim (if the complainant is a representative of the applicant).
 14. All documents must be submitted using the claims form available on the Provider's website at <https://www.parcelspot.com/claim>
 15. Claims arising from an improper execution of the Transport Services shall expire without reservation in the case of acceptance of the Consignment.
 16. Claims lodged after the deadlines specified in clauses H.17.k or H.17.l (as is applicable), inaccurate or incomplete claims, complaints reported after the deadline for filing a complaint, or a claim filed by an unauthorised person, will not be considered.
 17. The Provider shall, as far as is reasonably possible, advise the Client in writing and within thirty (30) days of receipt of the complete documentation of the complaint, whether its claim has been recognised, partly acknowledged or refused. The outcome of the complaint submitted to the Client's email address can be considered as a decision.
 18. A claim shall be deemed to have been concluded if the insurer refuses to recognise the claim and if it fails to pay the claim within six (6) months from the date of receipt of the full complaint summary. The Provider's decision to settle a claim for a particular reason is final and non-negotiable. The Provider will not entertain any further claims relating to the same Consignment.
 19. The Client to whom the claim has been granted, may be required to issue a claims invoice in the amount of the accepted claim.

20. The procedures for dealing with damage claims are further regulated by the Claims Procedure (which is published on the Internet at <https://www.parcelspot.com/claims-policy>, which the Client is obliged to follow.
21. If the Provider approves the damage claim in the full amount (i.e. the amount in the value of the transported Consignment) and informs the Client that the damage will be paid, the Client is obliged, at the Provider's sole election, to deliver the damaged or destroyed Consignment to the Provider at the Provider's cost before the claim will be paid. Ownership of such Consignment will pass to the Provider upon the Provider's receipt thereof.

I. Items Excluded from Transport

1. The Client is obliged to inform third-parties about these Terms and Conditions as established by the Consignment's parameters. A Third-Party is an entity who gives the Consignment to the Carrier for Transport and this entity must ensure that the Consignment transferred for carriage on the basis of the order complies with these Terms and Conditions. The Client is responsible for the fulfilment of these requirements as if the Client personally sent the Consignment for Transport.
2. In the event that the Client gives a Consignment to the Carrier, whose contents are excluded from transport, without the Carrier's prior knowledge and express consent, the Provider assumes no responsibility for any damages incurred in connection with the Transport of the Consignment and its further handling. In this case, the Client is obliged to reimburse the Provider for all costs associated with this and for any damages incurred in connection with the transfer, both in Domestic and International Consignments, and the Client agrees to pay all surcharges and handling fees as contemplated in Part L.
3. The Provider prohibits the following contents from being contained within Transported Consignments (unless allowed by the chosen Carrier):
 1. A consignment comprising of several connected boxes;
 2. Goods subject to particular conditions, contagious (risk of infection) and malodorous goods;
 3. Loose (granulated) goods in bags or sacks;
 4. Lottery tickets from winning lotteries;
 5. Bonds;
 6. Precious metals and stones, gold, real pearls, cash, exploitable cheques, credit cards, identity documents, valuables, etc.;
 7. Jewellery and watches (excluding imitation jewellery and regular watches) with a value exceeding R50,000.00 (or the equivalent in local currency) per parcel;
 8. Works of art, antique items;
 9. Consignments that are not protected or packaged in a manner appropriate to their weight, shape and nature, or to the requirements of the Carrier;
 10. Consignments lacking the necessary Sender and Recipient information;
 11. Contents that could cause damage to property or health (in particular: explosives, flammable substances, radioactive or corrosive substances, malodorous goods, weapons and ammunition and other substances);
 12. Drugs or medicines and psychotropic substances (except for items sent lawfully by a competent institution for scientific or medical purposes);
 13. Live animals and plants;
 14. Human and animal remains;
 15. Customs records;
 16. Easily perishable or easily damaged contents, as well as contents which require special handling and protection;
 17. Unaccompanied baggage (suitcases, bags, backpacks, briefcases), unless the selected Carrier allows it;
 18. Thermally unstable items;
 19. Consignments addressed only with a postal code (ZIP code) without giving a full and valid address;
 20. Goods falling under the ADR (Dangerous Goods) scheme;
 21. A Consignment which cannot be transported lawfully;
 22. International Consignments containing alcoholic beverages, tobacco products and goods that are subject to excise duty;
 23. Air transport Consignments containing pressurised containers (e.g. aerosol sprays), explosive substances and objects, gases and liquefied chilled gases, substances susceptible to spontaneous combustion, flame-combustors, oxidising substances, corrosive substances and other Commodities listed in the DGR rules for the Transport of Dangerous Goods as issued by the International Air Carrier Association (IATA);
 24. Perfumes;
 25. Porcelain, ceramics, mirrors, and glassware (including items stored in any of the aforesaid), unless such items are packaged strictly in accordance with the Provider's packaging instructions in clause C. 9.

4. In the case of breaching these obligations, the Client will be liable for a contractual penalty equal to the difference in the actual price of the goods unlawfully dispatched, plus the amount of two hundred and fifty Euros (€250) or equivalent in local currency. The Client will be rebilled for such liability in accordance with clause L.3.

J. Dispute Resolution

1. Any controversy, dispute or claim arising out of or relating to the Forwarding Contract, or the interpretation, enforceability, or validity of this the Forwarding Contract, including the scope or applicability of the agreement to arbitrate, that cannot be resolved informally by the parties' ("Dispute") will be solely and finally resolved pursuant to this Part J.
2. The parties will use their best efforts to resolve any Dispute by good faith negotiation between themselves. Upon the written request of any party, the parties will meet within thirty (30) days for the purpose of resolving such Dispute on amicable terms. No proceeding may be commenced under clause J. 3 until at least fourteen (14) days after such meeting, a Party communicates to the other Party its good faith conclusion that an amicable resolution of the matter is unlikely. Any discussions undertaken pursuant to this Part J will be confidential compromise and settlement negotiations without prejudice to any party's right to any other remedy in law or equity or under the Forwarding Contract.
3. Any Dispute that remains unresolved following the negotiations undertaken pursuant to clause J. 2, will be solely and finally settled by confidential arbitration in accordance with the Arbitration Rules of the London Court of International Arbitration ("LCIA") then in effect, which rules are hereby incorporated by reference. The location of the arbitration will be in London. The arbitration will be conducted in English by a panel of three (3) neutral arbitrators, with each party selecting one (1) arbitrator and the two (2) appointed arbitrators then jointly selecting the third. The parties agree that discovery or exchange of non-privileged information will be limited to those documents a party intends to use in evidence at the hearing. Except as may be required by law or expressly permitted in the Forwarding Contract, the panel is not empowered to award punitive or exemplary damage, pre-award interest, or any incidental, indirect or consequential damage, including lost profits or harm suffered by third-parties. All costs and expenses of the arbitrators will be borne by the parties equally, and each party will bear its own arbitration costs, including its attorneys' fees and travel expenses. A reasoned award will be issued in writing by the panel and will be final and binding upon the parties. If not fully satisfied within thirty (30) days, such award may be enforced in any court of competent jurisdiction and each party hereby consents to the jurisdiction of such court solely for the purposes of complying with this Part J and the award granted in accordance with it. Nothing in the Forwarding Contract limits the right of a party to obtain provisional, injunctive, or ancillary remedies from a court of competent jurisdiction before, after, or during the pendency of any arbitration.

K. Services Remuneration and Payment Terms

1. For all completed services ordered by the Client, the Provider charges fees according to the current price calculation on the Website. In addition thereto, additional services, premium operations, surcharges and other services may be rebilled to the Client as contemplated in Part L.
2. The Provider's Carrier partners only transport Packages where the transport costs have been borne by the Client and Packages will not be collected for shipment unless paid for.
3. The Provider and the Carrier are entitled to adjust the weight or other parameters of the Consignment as indicated by the Client and then assign the corresponding service. If there is a difference between the specified Consignment order and the actual parameters of the Consignment, the Provider shall be decisive for the purposes of calculating the remuneration amount owing and the Client shall be liable for such amount as contemplated in Part L.
4. Extra costs incurred for customs clearance or other proceedings are borne by the Client.
5. The Provider is entitled to negotiate exclusive payment terms with the Client on a basis of long-term relationship with the possibility of reimbursement of the cumulative invoice for an agreed period. The Client is obliged to pay the invoice at the latest on the invoice due date. In the event of late payment, the Provider shall be entitled to a late payment penalty charge, together with a duly invoiced amount of zero point zero five percent (0.05%) of the invoiced sum due, for each day of delay.
6. The Provider is entitled to negotiate special price conditions with the Client, which are then part of the contract concluded between the Provider and the Client, based on a long-term relationship. Such price conditions are valid only for the duration of the contract agreement, and the decisive date for the validity of such price conditions means the date when a specifically written contract between the Provider and the Client, for the provision of Parcelspot.com services, was concluded.
7. Payments shall be made in advance via the Website or Mobile Application's electronic payment gateway or by using prepaid accounts in the Ordering System by deducting from credit balances.
8. The Provider assumes no responsibility for transactions made through the payment gateway.

9. In the event that the Provider wrongly invoices the Client on the basis of a tax invoice, the Client is entitled to notify the Provider thereof in writing, indicating the specific irregularities, and to ask the Provider to issue a new, correct tax invoice within thirty (30) calendar days from the date of issue of the tax invoice. If the Client fails to do so, the tax invoice is deemed to be correct and the Provider is entitled to the payment of the price for the services according to the tax invoice sent. If the bill in the tax invoice is incorrect, the Provider shall send a new, correct tax invoice within thirty (30) days of receipt of the Client's notice on the incorrect bill and cancel the incorrect tax invoice.

L. Surcharges and Rebilling

1. Notwithstanding the Provider's initial invoice for an order having been presented by the Provider and / or paid by the Client, in any of the following circumstances, the Provider reserves the right to rebill the Client for surcharges incurred in the Transport Service:
- 1. Incorrect Parcel Parameters:** where the Carrier has determined that:
 1. The size and / or weight of the Consignment exceeds the size and / or weight of the Parcel as captured by the Client when placing the order (either via the Ordering System and / or telephonically and / or via e-mail),
 2. The Parcel is an Oversized Parcel, the Client will be rebilled for the difference in the price calculated for the originally disclosed parameters and the price calculated on the actual size and weight of the Parcel;
 - 2. Incorrect Address Details:** where the Client captures the incorrect collection / delivery address details, either before concluding the Forwarding Contract or after and if the Client subsequently changes such address directly with the Carrier, then the Client will be rebilled for the difference in price calculated for the originally captured collection / delivery addresses and the price calculated on the final collection / delivery addresses;
 - 3. Non-Standard Areas:** where the Client failed to disclose to the Provider in the Forwarding Contract that the collection location of the Parcel and / or the final destination of the Parcel is a Non-Standard Area, and / or where, after concluding the Forwarding Contract, the Client changes the collection and / or delivery address to a Non-Standard Area, the Client will be rebilled a surcharge for such delivery in accordance with the Provider's then current Non-Standard Area pricing table;
 - 4. Customs Clearance Expenses:** where the Consignment incurs customs clearance expenses, the Client will be rebilled for all customs clearance expenses incurred in respect of the Consignment;
 - 5. Repeated Delivery Attempts:** where Parcels are not successfully delivered due to the Client changing the delivery address and / or incorrectly capturing the delivery address, the Client will be rebilled for the costs of all subsequent attempts at delivery;
 - 6. Non-Collection:** where Parcels to be collected by the Recipient are not collected with seven (7) days of the scheduled delivery date, the Client will be rebilled for all charges incurred in returning the Parcel to the Sender;
 - 7. Non-Acceptance of Delivery:** where the Recipient fails and / or refuses to accept delivery within seven (7) days of the scheduled delivery date, the Client will be rebilled for all charges incurred in returning the Parcel to the Sender;
 - 8. Excluded Items:** where the Client gives a Consignment whose contents are excluded from transport, to the Carrier without the Carrier's prior knowledge and express consent, the Client will be rebilled for all associated with such Consignment and for any damages incurred in connection with the Transportation thereof.
2. In addition to the surcharges contemplated in clause L.1, the Client will be liable to pay the Provider a handling fee of no more than twenty Euros (€20) or equivalent in local currency.
3. Invoices for any liability of the Client as set out in these Terms and Conditions, will be immediately due and payable. Where the Client paid for the order by credit card or through the Client's credit balance with the Provider (see Part M), the Provider will debit the Client's same credit card or credit balance (as the case may be) for the full invoiced amount, and the Client expressly consents to such debit against its credit card account / credit balance with the Provider.

4. Non-Standard Area pricing table:

| Categories | Price |
|--|---------|
| Mines | R250,00 |
| Power Stations | R250,00 |
| Townships, Remote Areas | R250,00 |
| Plots, Farms, Game Farms | R350,00 |
| Retail / Chain Store Services / Online Store | R450,00 |
| Ports & Harbours | R150,00 |
| Embassy & Consulates | R500,00 |

M. Credit System

1. The Client may top-up the credit balance with any sum of money within the range defined in the Ordering System, even repeatedly. The maximum possible amount of the credit balance of one Client will be subject to the rules of the Provider's appointed payment gateway service provider. Credit can be topped up by one of the supported payment methods available on the Ordering System.
2. The Client has access to view the credit balance and to the list of transactions made, after logging into the user account on the Ordering System. In the event of irregularities, the Client is entitled to claim the amount of the credit balance or transaction with the Provider immediately after detecting any irregularities, but no later than three (3) calendar months after the transaction was made. The Client is obliged to substantiate this claim.
3. The Provider is entitled to deduct the value of the remuneration from the value of the individual rewards credit for completed services ordered by the Client from the Provider, immediately after the payment of the individual fee to the Provider. The Provider will always charge the Client for the past calendar month and send an overview in electronic format to the Client's contact email.
4. Invoices must be paid to the Provider's account within fifteen (15) calendar days from the date of receipt of the document. The date of the chargeable event of the tax invoice is the date of receipt of the payment in the Provider's account or the day of the credit increase, whichever occurs first.
5. The Provider reserves the right to block charges or credit withdrawals on the Client's account if there is a serious suspicion of attempted payment by a stolen credit card, due to suspicion of unauthorised manipulation of the access data of the user account, due to suspicion of tampering with the account, or any other suspicious activity made by that account, or if there is a serious breach of these Terms and Conditions. At the Client's request or at the Provider's discretion, the amount corresponding to the balance of the credit, in accordance with these terms, will be refunded into the Client's bank account within one (1) calendar month from the date the Client's account has been blocked from making charges or credit withdrawals.
6. If the Client requests that the Provider refunds the credit balance, the Provider shall declare the amount that is being reimbursed into the Client's bank account and the reason for the refund. Such a note must be sent in writing to the registered office of the Provider with the original signature of the Client, or electronically to the e-mail address, info@parcelspot.com. The funds will be returned to the bank account from which the credit was paid into. In case of a request for reimbursement to another bank account, the Provider reserves the right to request the proof of banking details from the Client, together with a signed request for the refund letter, or the Provider can reject the application.
7. The principal fee for the refund of the credit corresponds to ten percent (10%) of the funds that are required to be returned, with a minimum of ten rands (R10).
8. The Client acknowledges and agrees that, in the event that the credit is not exhausted for two (2) years from the last change in the balance of the credit (upwards and downwards), the undrawn credit is forfeit to the Provider (i.e. the Client is no longer entitled to request a credit refund).

N. Transportation by Custom Carrier

1. The Client may use its own courier partner for Consignment deliveries, i.e. Custom Carrier. If the Client chooses a Custom Carrier to transport the Consignment, the Client and the Provider may not conclude the intermediate contract for brokering, but the Provider and the Custom Carrier will conclude the Submission of Data Contract.
2. If the Client chooses his or her Custom Carrier, the date of the closing of the Consignment is entered into the Submission of Data Contract.
3. In order to use its Custom Carrier, the Client must first enter into a contractual relationship with the chosen Custom Carrier, obtain authentication data from the Custom Carrier, and then transfer the authentication data to the Provider, who will then make the necessary changes to the Ordering System settings to include the Custom Carrier in the Client's carriers offer list.
4. In the case of a Client using their Custom Carrier, the price of each Consignment is governed by the contractual relationship between the Client and the Custom Carrier, in which the Provider does not mediate. In this case, the price of the Consignment is not indicated and the Client only pays the Provider according to the price list for entering the Consignment data through the Ordering System and transferring the data to the selected Custom Carrier.
5. The Provider is not responsible for the resulting downtime of the Ordering System and the inability to enter or transmit data to the Custom Carrier.
6. The Provider is also not responsible for the accuracy of the data transmitted to the Custom Carrier through the Order System.

O. Privacy Policy

1. The Provider controls the personal data referred to in 4 paragraph 7 of Regulation (EU) 2016/679 of the European

Parliament and of the Council on the protection of individuals with regard to the processing of personal data.

2. The Client agrees that the Provider shall process, collect and store the personal data of the Client as specified in the Forwarding Contract, possibly obtained from other related sources with mutual consent, and other personal data necessary for the provision of the Transport Services and the Additional Services. This personal data will be processed and stored by the Provider for the purpose of fulfilling its obligations under the Forwarding Contract and for filing purposes. Personal data means, in particular:
 1. **Client's Details:** first and last name, identification documents (including identity documents, passports, driving licenses, etc.), street address, bank account details, e-mail address, phone number, Ordering System access details.
 2. **Company's Details:** Name and surname of the contact person(s) at the company, phone number of the contact person(s), e-mail address of contact person(s), company name, company incorporation documentation (such as registration certificates, certificates of incorporation, etc.), invoicing address, company registration number, company VAT registration number, company bank account details, Ordering System access details.
3. The Client undertakes to ensure the consent of all persons involved in the business relationship between the Provider and the Client (in particular, the Sender and the Recipient) with the reference to processing of personal data.
4. The Client agrees to the provision of such personal data to third parties as is required, strictly for the purpose of rendering the Transport Service and / or Additional Services. Personal data will be processed either in electronic format in an automated manner, or in printed format in a non-automated manner.
5. The complete privacy policy is attached to these Terms and Conditions and is also available at <https://www.parcelspot.com/privacy-policy>.
6. The rights and obligations of the parties involved in the processing of the personal data of the Senders and Recipients are governed by the Personal Data Protection Agreement annexed to these Terms and Conditions and are also available at <https://www.parcelspot.com/data-processing-agreement>.
7. The conclusion of the Forwarding Contract between the Client and the Provider is subject to the Client furnishing the Provider with its full legal name, identity / registration documentation, identification / registration number, invoicing address, contact details (as determined by the Provider), bank account details, and any other personal data as required by the Provider from time to time, to enable the proper provision of the Transport Service and / or as is required by the Provider to comply with its statutory obligations.
8. The Client acknowledges that it is obliged to state that the personal data (in the user account when registering and when ordering from the Web interface of the store) is true and correct, and that the Client is obliged to inform the Provider of the any changes in personal data. Subject to the provisions of clause O. 7 above, the Client confirms that it has been instructed that the provision of data is voluntary.
9. The Provider is not responsible for the accuracy or honesty of the information that registered or unregistered users place on its Website or Mobile Application. The Provider is also not responsible for the accuracy or honesty of the information provided by the web portals on which the links to the Provider's web portals are located.
10. The Client is responsible for the consequences and damages arising from any misuse of access privileges and passwords in the Ordering System. The Provider establishes these approaches for persons authorised under the contract or authorised by the Client. The Client is obliged to take the necessary measures on its part against such misuse.
11. The Client agrees that the Provider shall record the calls made to the Provider's Customer Care lines, for the purpose of improving the quality of the services provided, or for the purpose of providing proof of the contents of telephonic orders in the future, if deemed necessary.

P. Storing Cookies, Traffic Monitoring and User Accounts

1. The Client agrees to the storage of cookies on its personal computer or mobile phone. Storing cookies does not personally identify the Client. Ordering may exclude the storage of cookies in the Internet browser. However, this will result in limited functionality of the Provider's web portal.
2. The Provider's Website is used by Google Analytics, a web analysis service provided by Google. This program is used to monitor and generate traffic statistics for the Provider's Website. Google Analytics works on the principle of storing cookies. Cookies are used to store data related to the visit and the use of the Website (including the IP address). This data is used to improve the Provider's services to its clients.
3. The Website also uses cookies to identify the user in the Provider's affiliate program.
4. Backing up user data (e.g. login passwords) is required for the proper use of the Provider's Website. The user information includes access information (IP address, date, time, page viewed) that is stored when the user visits the web portal. This data will remain anonymous and will be evaluated purely for statistical purposes. These statistics are used to improve the quality of the Provider's services. This data is not transferred to a third party for commercial or non-commercial purposes. The user data is backed up for twelve (12) months.

Q. Final Provisions

1. These Terms and Conditions shall apply as stated on the Provider's website on the date of confirmation of the request by the Client. By submitting the order, the Client accepts all provisions of these Terms and Conditions in the version in force on the date of dispatch of the order, including the valid price of the services ordered, unless otherwise agreed in the specific case.
2. The information stored on the Provider's Website is protected by copyright laws. The names and designations of services are protected by the registered trademark. The names of the Carriers offered by the Provider, as well as their services, are owned by the respective owners and are protected by them and are not affiliated with the Provider.
3. Any disputes, disagreements or claims arising from the contractual relationship between the Provider and the Client shall be dealt with amicably first, in accordance with Part J of these Terms and Conditions. If these disputes cannot be resolved, they will be dealt with by the Provider's competent local Court.
4. A contract is concluded for one ordered trade or for the period specified in the contract. Either contracting party is entitled to terminate the contract for an indefinite time without giving reason. In this case, the period of notice shall be one (1) calendar month and commences on the first (1st) day of the calendar month following the receipt of notice by the other contracting party. The notice period does not apply to once-off Clients.
5. Any contracting party shall be entitled to withdraw immediately from the contract for a substantial breach of the obligations of the other party. For the avoidance of doubt, a material breach of the Client's obligations for the purposes of this Agreement is considered to be the Client's default in fulfilling the price specified in the order and violation of the obligations agreed by these terms.
6. All formal correspondences and / or notices must be dispatched by the sending party to the recipient party either by courier or prepaid registered mail. All such correspondences and / or notices will be deemed to have been received by the recipient by no later than the fifteenth (15th) day after dispatch.
7. If the relationship established by the Forwarding Contract contains an international (foreign) element, then the Client agrees to be bound by the local customs and excise legislation of the applicable jurisdiction.
8. The Provider may, at any time, change these Terms and Conditions or the current price lists of the services without prior notice. Clients are obliged to monitor the Provider's Website regularly to familiarize themselves with these changes. If the Client does not agree with any of the published changes, they are entitled to the contract concluded with the Provider before the effective date of change in writing, otherwise it is considered that they have become acquainted with and agree with those changes and are bound by them from the date of their effectiveness.
9. If any provision of the terms or part thereof is deemed void for any reason, it shall be deemed to have been omitted for that purpose. This does not affect the validity of the remaining parts of the terms.
10. These Terms and Conditions are an updated edition of the Terms and Conditions issued on the first (1st) day of September 2019.
11. Unless the context clearly indicates a contrary intention, any word denoting any gender will include the other gender and vice versa; and any word denoting a natural person will include an artificial person and vice versa.