

Terms and Conditions

The following terms and conditions oversee your use of our website www.dropbox2go.com, including your access and agreement, also the use of our services, the relationship between the customer and the company. Please take note of clauses 7, 8 and 10 since they discuss the company's liability regarding any loss or damage to any goods.

If any of these regulations apply to any business done under the agreement of the customer and the company, nothing in these said conditions shall make the company submit any of its rights, or add any of their responsibilities or liabilities under such regulations.

These terms and conditions, as well as your order details, can be accessed any anytime using our website but we highly recommend saving a copy of this document as reference anytime you would need so.

Should you agree to the following terms and conditions, please click the 'I agree to the terms and conditions' box then you shall be able to proceed to place an order which means all these terms and conditions shall apply.

Should you not agree to the terms and conditions on the other hand, we advise you not to continue with placing the order

The company does not insure the goods nor arrange the insurance of the goods. This will be your sole responsibility and we also do not give any advice regarding insurance.

You verify with us that you either are the owner, or the authorized agent of the owner of the order placed under this company. And by agreeing to the contract, you agree to the terms and conditions on behalf of any other customer who you are here for. Should you have any questions regarding the terms and conditions, feel free to contact the customer support team and they will be more than willing to help.

1. Definitions

1.1 "We" means Dropbox2go which includes our employees, agents and sub-contractors and "us" and "our" will be interpreted accordingly; unless the context otherwise requires its servants, agents and sub-contractors is not a common carrier and will accept no liability as such. "You" means the person(s) or company whose order for the delivery of a Consignment is accepted by us and "your" will be interpreted accordingly.

2. Services

2.1 The company shall provide the transportation services that are used by the independent carriers.

2.2 For fast and economical transportation, these are done via standard operations. The parcels are carried as one (consolidated) shipment then sorted and carried to depots and reloading points with automatic conveyers.

2.3 Upon arrival at the outbound depot, parcels are scanned regularly. This is when running through a reloading point, upon receipt at the inbound depot, upon transfer to the driver upon delivery to the recipient.

- 2.4 A collection receipt will be provided by the carrier upon the parcel's pick up.
- 2.5 Delivery of goods is until 6 pm local time. Outbound depots operate during weekdays within UK within 24 hours of the estimated delivery time.
- 2.6 The company shall not be liable for late deliveries unless there is valid evidence of 5 working days delay since estimated collection time is not guaranteed.
- 2.7 It is your responsibility to ensure that goods are available for collection at the address on the specified collection date. You should ensure that you, or any representative is available during the collection. The company shall not be held responsible for late collections, including post office or depot collections unless, a valid proof of 5 working days from the original collection date.
- 2.8 Only two delivery attempts shall be done by the courier.
- 2.9 It is agreed upon that after the first unsuccessful delivery, the driver may bring the parcel to a neighbor or any person available at the delivery address for a signature.
- 2.10 The digitally available print out of the recipient's signature or any delivery note list signed by the recipient is enough proof of delivery.
- 2.11 VAT shall be included to the prices that will be paid for any service or any additional charges.
- 2.12 Working days do not include Saturdays and Sundays unless we release a statement
- 2.13 You agree that we may arrange for the carriage of any goods within this contract.
- 2.14 You agree that we may use a specific method of carriage by road rail or sea but if the method does not apply to the parcel, you agree that we use any other.
- 2.15 Under any circumstance, you authorize any digression from the usual pattern of carriage of goods.
- 2.16 The parcel is considered earned once they are loaded and dispatched.
- 2.17 You agree that the person's signature delivering the goods is authorized.
- 2.18 Any conditions not limited to exclusion or inclusion of the liability where the contract involves the carriage of goods or for the purpose of a business, trade, profession or occupation carried or included or engaged in by the recipient, the contract is subject to the warranty or warranties insinuated by the Supply of Goods and Services act 1982 and particularly the agreement by us, that such transportation shall be done with due care.

3. GOODS and LABELLING & PACKAGING CRITERIA

- 3.1 The goods follow the requirements of any existing and applicable law that relates to the nature, the condition and the packaging, as well as the expenses and other charges that has added by us in compliance with the provisions of any law or with any other rule with any requirement there under or any authorities' requirement shall be paid by the customer.
- 3.2 Any goods subject to excise duty which are controlled by customs shall be paid by you.

3.3 The goods shall be described accurately including but not limited to the weight. It should include the full name of the recipient including the correct postcode, the mobile number, email address and a landline number. If any of these information fail to be provided, the fairer may refuse to carry the parcel and you shall be charged for the return fee to the collection address. A charge of £6 which includes VAT for the arrangement of the return shall also be applied.

3.4 The unit measure shall be in KG to the nearest decimal place.

3.5 The goods shall not include any explosives, inflatable or any dangerous or damaging goods other than as specifically disclosed.

3.6 The order will only be delivered to the specified delivery address.

3.7 You will be notified accordingly if the courier finds any problem with the parcel which prevents the fulfillment of the service. If found that the problem is a result of any violation of our terms and conditions, you will pay for the safe return of the order to its original collection address. A 72 hour time frame shall be given for the return from the date and time you are notified of the problem to collect the parcel from the depot. The item will be disposed if left uncollected.

3.8 The company will not be liable for consequential loss arising from, or in connection with, the services supplied by the Company and its agents. For the purpose of this Agreement, "Consequential loss" shall include, but not be limited to (I) Pure economic loss (ii) Loss of profits (iii) Losses incurred by any third party (IV) Loss of revenue (v) Loss of goodwill and reputation (VI) Loss of opportunity (vii) Loss of work.

3.9 Under any circumstance, you are not permitted to resell the services or the rates of the company.

3.10 Making sure that your parcel is sufficiently packed is your responsibility.

3.11 The parcel shall be packed in a way that the access to the content is not possible without leaving a clear trace on the outside of the parcel

3.12 An additional £10.20 plus VAT shall be charged if the parcel cannot be taped since the packaging will be replaced.

3.13 The order will be cancelled should you not accept the charges and the parcel will be held maximum of 21 days.

4. International Shipment Sanctions

4.1 You are responsible for submitting all papers to be used for customs clearance for international shipments

4.2 The sender shall pay the customs duty if the recipient refuse do so. In the event that the sender refuses to pay the fees as well, the parcel shall be disposed of.

4.3 You shall be responsible in making sure that your parcel is not prohibited under any sanctions of the law because of its content and its recipient's country. Please see <https://gov.uk/guidance/sanctions-embargoes-and-restrictions#further-information>

4.4 We are not liable for any parcels that do not follow the correct license required under the sanctions of the law.

4.5 We are entitled to charge you of the disposal fee or any additional costs if you attempt to send a parcel that does not comply with the sanctions of the law.

5. Same Day Service

5.1 A collection and delivery to the specified addresses stated by you will consist of this service

5.2 The collection shall happen but not guaranteed, within 90 minutes upon successfully placing an order.

5.3 The delivery will happen within the same day as the successful collection of your consignment

5.4 A waiting charge of £20 per hour shall be applied should the carrier be delayed in collecting your parcel due to the consignment not being available.

5.5 Any toll fees that will be charged during the transport of your parcel will be paid by you.

5.6 No refund shall be issued when the recipient is not available upon delivery of the goods. The recipient should be available in the delivery address given the nature of this service.

5.7 Selecting the appropriate carrier while transporting your good shall be your responsibility.

5.8 A 50% handling charge shall be applicable to you should the parcel be returned and you agree that we arrange a carrier for the transportation of any goods subject within this contract. The agreement shall be honored by you upon the agreement to these terms and conditions/ placing an order with us.

6. Your Right to Cancel Orders

6.1 You are allowed to cancel the order at any time provided that the collection is made no later than 5:30 PM one working day prior to the scheduled collection date. You will be provided a full refund.

6.2 You can cancel the order by sending us a message via the self-help section

6.3 You shall not directly contact the courier under any circumstance. The contract is between drop boxes you therefore all concerns shall be raised with this company.

<https://www.gov.uk/guidance/sanctions-embargoes-and-restrictions#further-information>

7. Determination of amount of our liability for loss or damage

7.1 Our maximum liability is £1000. Once you provide us the value of your goods, and once the applicable additional amount has been paid, the amount we are liable to you in any event of loss or damage will be in accordance to 7.1.2, 7.1.3, 7.1.4 and 8 below. No greater than £1000 will be our liability to you in any event or whichever is lesser.

7.1.2 By summing up the equivalent to the cost and replacement this will be our liability to you in any event of loss or damage to goods in consideration of it 'a condition prior to the loss or damage and again, maximum liability is £1000 (please see 7.1)

7.1.3 If the item that is lost or damaged comes in pair or set, the cost of replacement shall be assessed as the sum of the cost of the item in isolation rather than the item as part of a pair or set.

7.1.4 No liability shall be accepted for shipping personal effects not unless we are provided with a full inventory of the shipment for each item in the package. We will only be liable for £2 for individual pieces of clothing as they have been used.

Limited Liability

7.4 We will not be liable in any other loss including delays. Our liability shall not exceed the carriage amount of the shipment's loss or whichever is less accept:

a.) You declare an interest in the delivery in the event of loss or damage including miss-delivery of an agreed time limit being exceeded and agreed to pay the charges calculated on the amount of interest at the time of placing the order.

b.) The confirmation of the said interest shall be done at least 7 days prior to the transit.

Liability for goods destined to or be received from a place outside the UK

7.5 Any damaged goods that are confiscated, seized, removed or damaged by customs authorities or other Government agencies in that matter, we do not accept any liability unless the negligence is on our part or in breach of contract.

7.6 If the transportation vehicle fail to deliver beyond the courier's control, or if they are rerouted to the wrong destination, limited options are given to you regarding liability since these are insurable risks and you are held responsible for arranging proper marine or transit insurance cover.

8. Exclusions of Liability

Other than breach of contract or negligence on our part, we will not be held liable for any loss, damage or failure to deliver for the following:

8.1 Any item listed on the prohibited items list sent without our knowledge. Note that some items have specific item restrictions. The link for the restricted items list shall be provided by the time of placing the order.

8.2 Items such as glass, china, porcelain, pots, vases, ceramics, objects made of precious metals, stones, loose pressure stones including industrial diamonds, legal drugs and pharmaceutical products, medical samples including fluids and tissue samples, human remains or ashes, furniture's that are unwrapped, freestanding furniture, unpacked or any items that are damaged.

8.3 Any flammable, oxidizing or radioactive materials, liquids, gases, pyrotechnics or corrosive toxic

8.4 Electronic components such as LCD screens, Plasma screens, CRY screens, LED screens, micro processors

8.5 Arms and ammunition explosives, Guns not limited to toy guns or replica guns, weapons or toy weapons or replica weapons)

8.6 Vouchers or other electronically held data records, bonds, bullion, coins, deeds, manuscript, money, pre-paid phone cards, stamps of all kinds

8.7 Plants or goods that are most likely to use vermin or other pests that cause infestation or contamination

8.8 Those requiring controlled environment and also perishable goods

8.9 Precious metals and Stones that is more than &100 in value including watches, (with over £200 value) Furs

8.10 Animals, insects, larvae, pupae, birds or fish or any livestock

Other than breach of contract or negligence on our part, we will not be held liable for any loss, damage or failure to deliver if caused by any circumstances

8.11 Any act of God, industrial action or other events outside our reasonable control. Civil war, terrorism, rebellion or military coup, by war, and invasion

8.12 Any loss of damage caused by ionizing radiations or radioactive contamination

8.13 Loss or damage from any chemical, biological, bio chemical, electromagnetic weapon and cyber attack

8.14 Not limited to loss of profits, loosed incurred by any third party, loss or revenue, loss of goodwill and reputation or indirect or consequential loss or opportunity

8.15 Leakage or evaporation from perishable or unstable goods, damage by wear and tear or natural and gradual deterioration

8.16 By rust, mildew, mound, damp, infestation, insects, moth or by vermin

8.17 By change due to climate or atmospheric conditions

8.18 By mechanical or electrical derangement to any appliance, instrument, clock or computer and any equipment with evidence of related external damage

8.19 Any goods that have preexisting defects or items defective from the order was placed

8.20 Insufficiently packed for transit

8.21 If packages are not packed properly, the company shall not be held liable. The company shall only be held liable for the loss or damage to the goods according to the said terms and conditions.

Limitation of our liability

8.22 No employee of the company shall be held liable for any loss or damage, miss delivery, errors or omissions under the terms of the agreement

8.23 Our liability will end upon completion of the delivery and if the agent or the recipient of the goods should notify us of any damage or loss at the time the parcel was handed to you. The recipient or the agent shall notify us the damage or loss no later than 5 calendar days

8.24 The breach of warranty implied into these terms and conditions by the Supply of Goods and Services Act 1982 is limited to any of the following determined by ourselves a. the supplying of the service gain or b. the payment of the cost of having service supplied again to the extent permitted by law or our liability arising out of any one incident

8.25 In regards to any clause stated here which does not include in any way limits or liability in respect to the carriage of goods, we as acting agents and trustee for each of its servants and also any other person or company with whom we may arrange for the carriage of goods and the servants of such person or company so that the servants of are parties to this contract so as the said clauses which contains exclusions or limitations of liability are concerned and if so far may be needed to give effect the clause, we will hold the benefit of the said conditions for our people or any company.

9. Additional Charges

9.1 In any event that the delivery fails due to the recipient not being present during the attempts an additional charge shall be made based on the amount of delivery until the successful delivery

9.2 If any other person was instructed to pay the additional charges and the amount was not made within 7 days of the shipment date, you shall pay the amount yourself.

9.3 If proven by the courier that the stated weight and or dimensions of the parcel declared upon placing the order is higher than the actual weight, additional charges may be applied. If the nominal or the volumetric weight is also higher than what is allowed for the specified service selected, you shall also be charged extra fees.

10. Processing a Claim

10.1 Filing a claim regarding the damage must be done within 5 working days from the delivery date. The full details regarding the claim must be done within 10 working days from the delivery date. Non delivery claims must be fine within 10 working days from the expected delivery date. Full information regarding the claim must be done within 15 working days from the expected delivery date.

10.2 If not fine within the timeframe, this can be extended upon the receipt of your request if there is a proof that the recipient is unable to check the goods within the timeframe.

10.3 The claim shall be written and submitted to <http://dropbox2go.com/pages/contact>

10.4 The claims team will contact the recipient to verify the claim. In any event that the recipient fails to respond within 28 days from the message from claims was sent, the claim might be rejected.

10.5 We shall retain the damaged item for further inspection. Should the compensation be provided, we may retain ownership of the item for consideration of the claim.

10.6 The claim may be declined if criteria's are not met.

10.7 We will not be held liable unless the claim is processed properly and the written notice is received by ourselves within nine months after the delivery of goods or its expected delivery date. In any event the said timeframe is found contradicting to any convention or law prescribed for such laws shall then apply but in that situation only.

10.8 You hereby give us all the rights under any rules of insurance to recover such loss in any event whether the claim to any liability is imposed on us or otherwise, we will pay you the loss or damage to the delay of goods. You also appoint us as the attorney with full power in your name to claim demand sue for recover any such amount and you shall execute all document and give such information which is necessary to give us the power to get full benefit of the clause.

11. We will not be held by any agreement to vary and of these conditions unless a certain agreement is in writing and signed by us on our behalf by our officer.

12. This agreement is constructed according to the law of England and Wales and the Courts of England will have an exclusive jurisdiction related to any matters coming up with the agreement.