

Ultra Gold Field Logistics Terms & Conditions

It is essential that you read our terms and conditions to understand how we will provide services to you. To help you navigate your way through these terms and conditions, we have summarised what we believe are most relevant and placed them under clearly defined subheads.

Our contract with you

When you send a parcel with us, you enter into a contract with Ultra Gold Field Logistics. These terms and conditions set out the responsibilities of the parties on both sides as well as remedies and compensation in the unlikely event that things do not go as envisaged.

It is important that you read these terms and conditions carefully, and in particular Conditions 4 and 5 below which set out how we limit our liability to you.

Your responsibilities

You must ensure that you do not;

- send any items which are illegal, the carriage of which is illegal, or the supply of such Goods to the Recipient is illegal.
- send any items that is on the Prohibited Items list (see below under subhead “Goods that I can’t send” section below);
- send or try to send any Parcels that Ultra Gold Field Logistics do not accept for carriage;
or

You must also:

- ensure that the size and weight of your parcel matches the size and weight you declare the Parcel to be in your Order (for further detail please see our Parcel Size Guide which form part of these terms and conditions);

IMPORTANT: if we find that your Parcel is bigger and/or heavier, then we reserve the right to require you to pay Additional Expenses, being the correct Charges and an Administration Fee (please see Conditions 3.2, 3.3 and 3.4 below for further detail).

- ensure that the item you wish to send is properly labelled with a Ultra Gold Field Logistics label showing the barcode. It must be well packaged and protected against knocks and bumps that it may encounter when travelling along our conveyor belts. Parcels must be packaged in accordance with our Packaging Guide.

The above are just the highlights. The full list of your responsibilities and obligations are set out in Condition 2 below.

Goods that if I send, I would not be compensated for if lost or damaged

It is important that you check that the item you wish to send is not on our Non-Compensation Items list.

These are items that we can deliver for you, but due to their nature, we can't guarantee that they will be Delivered undamaged or lost. This is because such "non-compensation items" might not survive the knocks and bumps they are likely to experience along their journey through our automated network.

We want to make it clear to you that we can't accept liability if such items are lost or damaged on the way. If you do choose to send your parcel with us, we strongly advise you to ensure they are thoroughly protected and packaged. **You will not be entitled to compensation for any Non-Compensation items.**

Electrical or electronic equipment

As we cannot test whether any electrical or electronic equipment that you provide to us in a Parcel is functioning properly before we deliver it for you, we cannot accept liability for any Damage or loss of data except where:

- i. you can show, to our reasonable satisfaction, that the Goods were fully functioning before they came into our physical possession; and
- ii. such Damage to the Goods was caused by our negligence.

Goods that I cannot send

It is of utmost importance that you ensure that you do not send anything which is on our Prohibited Items list.

If you do send something which is on this list, we will not accept any responsibility for any loss or damage to it, and we may require you to compensate us and any affected third parties if your parcel causes any damage, injury or loss. You will not be entitled to compensation for any Prohibited Items.

For further detail please see Conditions 4 and 5.

Indemnity: when you may have to compensate us

You must read this carefully: If you breach these terms and conditions, and such breach causes harm or damage to any person, our property or third-party property, or in the event that you are liable to pay us any Additional Expenses or Administration Fee, we reserve the right to require you to compensate us in full if we suffer any loss, damages, costs or expenses as a result.

So, for example, if you send something which is on the Prohibited Items list and it hurts someone, or damages other people's parcels while on one of our vans, you will be required to compensate us and anyone affected for the damage caused. Other examples might include paint, which has leaked over other parcels, live animal feed (e.g. cockroaches) or flammable liquids which cause a fire and put our Parcel People at risk.

How I can protect my Parcel: Full Cover

Our liability for lost or damaged Parcels is limited under Conditions 4 and 5. However, you can buy additional protection for loss or damage during the Order booking process. **Please note that you may not be entitled to the Full Cover if your Parcel is not adequately packaged, if it is a Non-Compensation or Prohibited Item.**

Our service commitments to you

The Services commence as soon as we (or one of our ParcelShops) are in physical possession of your Parcel. If we are unable to deliver your Parcel to the Address, we will make two further attempts to deliver it (the “**Further Attempts**”). If we’re still unable to deliver your Parcel, we will return it to the sender’s address provided by you with the Parcel. If this address is incorrect or absent, we may have to dispose of your Parcel.

Our Delivery Estimates are as follows:

Standard delivery

- i. If you drop your Parcel at a ParcelShop we will use our best endeavours to deliver your Parcel within 2 to 3 Working Days from the day of drop off, provided drop off is on a Working Day. If drop off is on a non-Working Day, we’ll use our best endeavours to deliver within 2 to 3 Working Days from the following Working Day.
- ii. If we collect your Parcel from you (a “Courier collection”) then we will use our best endeavours to deliver your Parcel within 3 to 5 Working Days from such collection.
- iii. If we deliver your Parcel more than 5 Working Days after the above Delivery Estimates, this will be classed as a “Late Delivery” and you may be entitled to compensation under Condition 4.2, unless it’s a Postable Product.

Next Day delivery

- i. For Parcels dropped-off at ParcelShops or Lockers (or other out-of-home location) only: we will use our best endeavours to deliver your Parcel within 1 Working Day, and in any event, within 2 Working Days if dropped off before 12pm on a Working Day. If drop off is on a non-Working Day, we’ll use our best endeavours to deliver within 2 Working Days from the following Working Day.
- ii. If we deliver your Parcel more than 3 Working Days after the above Delivery Estimates, this will be classed as a “Late Delivery” and you may be entitled to compensation under Condition 5, unless it’s a Postable Product.

The Services will be taken to be completed when we have Delivered your Parcel or when we have completed the Further Attempts (whichever is the later event). **If for any reason, you have caused or contributed to a delay, you will not be entitled to any compensation.** For example, if you failed to display the label with the barcode clearly showing, or if they were Inadequately Packaged, this is likely to cause a delay.

How to make a claim for compensation or make a complaint

If you would like to make a claim for compensation, please follow the steps set out in Condition 6 and leave the rest to us.

If you would like to make a complaint, we're sorry to hear that. Please visit our [Contact Us](#) page for further details.

Business-related loss

Notwithstanding Condition 4.8 and subject to the limitations to our liability in Conditions 4 and 5, we do not accept any liability for any losses (including without limitation any loss of profit), costs, damages or other liability associated with any business or commercial enterprise or if you send Parcels with us in pursuit of any business or commercial trade ("Business Loss").

Insofar as Business Loss is concerned, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from our liability to you in the event that you suffer any losses, costs, damages or other liability associated with any business or commercial enterprise, or if you send Parcels with us in pursuit of any business or commercial trade.

Full terms and conditions

Wherever a word is given a capital letter (for example "Account", "Safe Place" or "Prohibited Items"), please take a look at the Definitions section below for a full explanation of what these words mean.

Definitions

"**Account**" means a Ultra Gold Field Logistics account.

"**Additional Expenses**" means the difference in the Charges (which are dependant on the weight and dimension of a Parcel) between the weight and or dimensions that you have declared in your Order, and the actual weight and/or dimensions of your Parcel plus any Administration Fee. See Conditions 3.2, 3.3 and 3.4 for detail.

"**Address**" means the address stated in your Order that we will try to deliver the Parcel to.

"**Administration Fee**" has the meaning set out in Condition 3.3.

"**Agent**" means a person who acts on another person's behalf.

"**App**" means the mobile phone programme through which Messages can be recorded and received.

"**Business Loss**" has the meaning set out in the "*Business-related loss*" section above,

"**Charges**" means the shipping costs you pay to send your Parcel but excluding any additional services such as signed-for delivery or Full Cover.

"**Claim Form**" means our standard claim form.

"**Compensation**" has the meaning set out in Condition 4.2 below.

“Contract” has the meaning set out in Condition 1.2 below.

"Data Protection Legislation" means all laws regulations and codes of practice applicable to the Processing of Personal Data including the Data Protection Act 2018.

"Delivered" means delivered to the Recipient at the Address or left with a Neighbour or left in a Safe Place.

"Delivery Estimate" means our estimate of the time within which we will first attempt to deliver your Parcel, which is set out in the *Our service commitments to you* section above

"GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as may be amended from time to time.

"Full Cover" means optional enhanced compensation that you may, for a fee, take out when you submit an Order.

"Further Attempts" has the meaning set out in the *“Our service commitments to you”* section above.

"Goods" means any goods contained within a Parcel.

"HHT signature" means a signature on a hand-held terminal.

"Inadequately Packaged" means not packed or labelled in accordance with our Packing Guide.

"Late Delivery" is defined in the *“Our service commitments to you”* section above.

"Loss“ or “Damage" means loss of or damage to a Parcel or Goods or any other direct, indirect, special or consequential loss associated with such loss or damage.

"Neighbour" means a neighbour of the Address.

"Non-Compensation Items" means Goods that we do accept for carriage but are sent at your own risk and in respect of which we do not accept any liability for Loss, Damage or Late Delivery.

"Order" means your order, which you make by booking the Services

"Parcel" means any package excluding letters (and the Goods contained within it) that you give to us and we carry for you as part of our performance of the Services.

"Parcels that we do not accept for carriage" means any Parcels weighing more than 15kg or which are bigger than the maximum size or volume we accept at the time that you place your Order.

"Personal Data" and **"Process"** or **"Processing"** or **"Processed"** is defined in the Data Protection Legislation.

"Postable Product" means a Parcel that is postable and weighs between 0 – 1kg with a maximum length of 35cm, maximum width of 23cm and maximum thickness of 3cm.

"Privacy Policy" can be viewed if you click [here](#).

"Prohibited Items" means Goods that we do not accept for carriage as set out here.

"Recipient" means the person the Parcel is addressed to or any other person who accepts the Parcel on the Recipient's behalf at the Address.

"Safe Place" means a location which is not an exposed doorstep or otherwise in public view.

"Safe Place Photo" means a photo of the Safe Place where the Parcel has been left.

"Services" means our carriage of a Parcel to the Address on your behalf.

"Working Day" means Monday to Friday excluding bank holidays.

"Your Data" means Personal Data provided to Us by you in connection with the Contract.

1. Entering into a contract

1.1 Your Order is an offer to purchase the Services from us. In making your Order, you agree to these terms and conditions.

1.2 We will accept your Order if and when we start to perform the Services, at which point a contract will be formed between us, subject to these terms and conditions (the **"Contract"**).

2. Your Responsibilities (continued from the "Your Responsibilities" section above)

2.1. You must ensure that:

- (i) any Goods that you supply to us are properly packed and labelled in accordance with our packing instructions in accordance with our Packing Guide as updated from time to time; and
- (ii) the description of the Goods that you provide to us when you submit your Order is accurate.

2.2. You must not:

- (i) abuse any of our staff, subcontractors or Agents; or
- (ii) operate more than one Account.

3. Charges & Payment

3.1 You agree to pay the correct Charges before you submit your Order and it is your responsibility to ensure that you have paid the appropriate Charges for any Parcels that you supply to us.

3.2 When we ship your Parcel, we will weigh and measure it. If, in your Order you have declared your Parcel to be lighter and/or smaller than it actually is, you will be liable to pay us the Additional Expenses and the Administration Fee.

3.3 If you breach any of these terms and conditions (including without limitation the Parcel dimension and/or weight requirements) then we may charge you reasonable administration fees up to £10 (“**Administration Fee**”). Imposing the Administration Fee does not limit or restrict any other rights or remedies that we may have against you.

3.4 Until you have paid the Additional Expenses and Administration Fee to us, we can retain possession of your Parcel and your Goods. If you fail to repay the Additional Expenses and/or Administration Fee to us within 14 days of our request for you to do so, we may dispose of the Goods.

3.5 If you breach the Parcel dimension and/or weight requirements and we deliver the Parcel, we may impose the Administration Fee for arranging for the specialist delivery of the Parcel and up to £20 as an additional expense for the cost of delivery of the Parcel.

4. Our liability to you: things we can’t accept liability for

4.1. We do not accept liability for Loss or Damage or Late Delivery where:

- (i) the Parcel involved is a Parcel that we do not accept for carriage;
- (ii) the Goods or Parcels involved are Prohibited Items; and/or
- (iii) the Goods or Parcels involved are Non-Compensation Items.

4.2. For any other Goods or Parcels we will only be liable to you for Loss or Damage or Late Delivery to the extent that it is caused by our negligence, in which case we will pay compensation to you subject to the limits set out in this Condition 4 and Condition 5 below (“**Compensation**”).

4.3. The Compensation shall be the full extent of our liability to you for Loss or Damage or Late Delivery.

4.4. We will not be liable to you nor pay you any Compensation for Loss or Damage that is caused by:

- (i) any latent or inherent defect in or natural deterioration of the Goods;
- (ii) our failure to honour "package orientation" graphics (e.g. "UP" arrows, or "THIS END UP" markings);
- (iii) a Parcel being Inadequately Packaged;
- (iv) any kind of fraudulence or dishonesty, including where someone misrepresents his authority to receive a Parcel on the Recipient's or your behalf;
- (v) any consequence of your sending alcoholic or other age-restricted products or potentially harmful or illegal products; or
- (vi) your failure to pay the correct Charges.

4.5. Ultra Gold Field Logistics will not be liable to you nor pay you any Compensation for Late Delivery which is caused by any event which is outside our reasonable control, such as floods, fire, accident, strike, endemic, pandemic or any events of such character.

4.6. Ultra Gold Field Logistics will also not be liable to you nor pay you any Compensation for Loss or Damage or Late Delivery if you have breached any of your responsibilities to us and that such breach has directly or indirectly caused or contributed to such Loss, Damage or Late Delivery.

4.7. Ultra Gold Field Logistics provide a tracking facility to allow you to keep track of the Parcel. We do not guarantee the availability or accuracy of the tracking facility. The parcel tracking facility is provided on an “as is” basis and we can only make reasonable endeavours to ensure its accuracy and availability. You should therefore not rely on the tracking facility other than as a basic indication as to your Parcel’s location or progress.

4.8. Nothing in these terms and conditions affects your statutory rights nor limits or excludes our liability for:

- (i) death or personal injury resulting from our negligence;
- (ii) any damage or liability that you incur as a result of our fraud or fraudulent misrepresentation; or
- (iii) a breach of the Consumer Rights Act 2015 unless you are claiming for Business Loss.

5. How we limit our liability to you

5.1. Subject to Condition 5.5, unless you have taken out our Full Cover, the following limits apply to our liability to you under a Contract:

5.2. Subject to Condition 5.5, our liability for each instance of Loss or Damage or anything else other than Late Delivery is limited to whichever is lesser of:

- (i) £20; or
- (ii) the cost of repairing the damaged Goods, or the value of the lost or damaged Goods (as we shall reasonably determine up to a maximum of the price you paid or were paid for the Goods); and we will refund your Charges.

5.3. Subject to Condition 5.5, our liability for Late Delivery is limited to refunding the Charges.

5.4. Subject to Condition 5.5, when you submit an Order, you may take out our Full Cover. If you do so the limit of our liability to you for Loss or Damage will be varied to whichever is the lesser of:

- (i) the amount of Full Cover you purchased; or
- (ii) the cost of repairing the damaged Goods, or the value of the lost or damaged Goods, (as we shall reasonably determine up to a maximum of the price you paid or were paid for the Goods); and we will refund your Charges.

5.5. Where you submit an Order for a Postable Product, Ultra Gold Field Logistics liability for Loss or Damage or Late Delivery is limited to the Charges paid by you for the Postable Product. To avoid doubt, you will not be able to take out Full Cover for Parcels that are Postable Products.

5.6. The amount of Full Cover which you have taken out for a Parcel, if at all, will be the extent of our liability to you for any Loss or Damage to your Parcel.

5.7. IT IS AT YOUR OWN RISK TO SEND ANY PARCEL THAT IS WORTH MORE THAN THE MAXIMUM LIMIT OF LIABILITY (SET OUT UNDER THIS CONDITION 5) AND TO CHOOSE THE CORRECT LEVEL OF COVER TO MATCH THE TOTAL VALUE OF YOUR ITEMS. SHOULD YOU FAIL TO DO SO YOU ACCEPT THE RISK THAT YOU MAY NOT RECEIVE THE FULL VALUE OF YOUR PARCEL OR GOODS IN THE EVENT THAT YOUR PARCEL IS LOST OR DAMAGED.

6. How to make claims for compensation

6.1. Unless you are using the Services in the capacity of a consumer, you must notify us in writing of any claim for Loss or Damage or Late Delivery within 28 days of the date of the relevant Order otherwise your claim will be rejected. As a consumer this clause 6.1 does not affect your statutory rights, but it is still important that you make your claim within this 28 day period as the sooner you make your claim, the easier it is for us to investigate.

6.2. When we receive your claim for Compensation, we may require you to advance your claim by providing us with any relevant information about the relevant Parcel and or Goods including but not limited to:

- (i) proof of the Parcel's dispatch;
- (ii) photo evidence of any damage or other issues;
- (iii) estimates for the repair of the Goods;
- (iv) proof of the value of the Goods;
- (v) the cost price of the Goods and related proof including receipts; and
- (vi) details of the weight, size, volume and nature of the Goods.

6.3. We may make any investigations that we think are necessary to verify any claim.

6.4. Any claim for Compensation must be made on a properly completed Claim Form which we will provide to you. You can contact us to make your claim by any method set out on our Contact Us page. You must return the properly completed Claim Form to us within 14 days of us sending it to you, otherwise we may reject your claim. For our consumer customers, this timeframe doesn't apply but we would still encourage our consumer customers to submit the Claim Form within this period. Promptly submitted claims will increase the likelihood of a successful investigation and will help us avoid rejecting your claim.

7. Right of lien: Our right to hold on to your Parcel if you owe us money

7.1. If you owe us money we will be entitled to hold onto your Parcel and Goods until this has been completely paid.

7.2. If you still owe us any money more than 28 days from the date that we let you know that you owed us, we may at our discretion dispose of your Parcel and Goods and deduct from the amount that we receive in payment for them the amount that you owe us and the costs of the sale, after which we will let you have any balance remaining.

8. Proof of delivery

8.1. You accept that the following records will be proof that a Parcel has been Delivered:

(i) the Recipient's signature (including HHT signature) for the Parcel if the Parcel has been Delivered to the Address;

(ii) a Neighbour's signature (including HHT signature) for the Parcel if the Parcel has been Delivered to a Neighbour; or

(iii) a Safe Place Photo;

(iv) a drop card for the Parcel if the Parcel has been left in a Safe Place; or

(v) a safe place photo or courier "contactless" signature.

9. Our right to terminate

9.1 We may terminate a Contract and your Account as soon as we give notice to you and not owe you anything if:

(a) You breach any of these terms and conditions, for example, if we find that you have sent a Prohibited Item;

(b) we suspect you of fraud; or

(c) if you are abusive to any of our employees or contractors in any way.

10. Events outside of our control

10.1. We will not be in breach of our obligations to you under a Contract or liable for any Loss or Damage or Late Delivery or anything else, if it is your fault, or results from something outside of our control, including (but not limited to), endemic, pandemic, bad weather, traffic congestion, mechanical breakdown, obstruction of public or private highways, industrial action, or a failure by any of our suppliers.

11. General

11.1. We are not a common carrier and we will only provide the Services on these terms and conditions.

11.2. When you submit your Order, you provide your personal information to us. The way we process this personal information is set out in our Privacy Policy. By providing this information to us you confirm that you are happy for us to process your personal information in this way.

11.3. If you are not the owner of some or all of the Goods, you will be deemed to be the Agent of the owner of those Goods.

11.4. We may subcontract the obligations that we owe to you. Our subcontractor will also be entitled to subcontract its obligations.

11.5. If at any time we have a claim against you and do not pursue that claim quickly, that does not mean the claim cannot be pursued at a later date subject to statutory time limits.

11.6. If a court says that part of a Contract is not enforceable in law that does not render the entire contract unenforceable, and only the parts declared to be unenforceable shall be unenforceable.

11.7. When you place an Order and we accept it, neither of us has relied on anything the other has said or done, i.e. the Contract says it all.

11.8. If things go wrong and there is a dispute, English law will apply, and the English Courts will have exclusive jurisdiction over the dispute.

11.9. Unless agreed in writing between the parties, you cannot transfer your rights under a Contract to someone else.

11.10. When these terms and conditions refer to a piece of legislation, they refer to the latest version of it in force.

11.11. A Contract cannot be varied without our express written consent. Our subcontractors and Agents are not entitled to vary a Contract.

11.12. Subject to Condition 11.13, by purchasing our Services you give us express consent to take Safe Place Photos and all rights in which will be owned by us. You also agree that any such Safe Place Photos may be used by us to prove that we made delivery to you. For the avoidance of doubt our Safe Place Photos will not feature images of identifiable people.

11.13. We (or a subcontractor appointed by Ultra Gold Field Logistics) may obtain photographs of the person(s) receiving and sending Parcels at any parcel locker (or other Parcel collection and/or drop off location). The photographs may be used as evidence (in the event of a claim or dispute) that a Parcel was received (or sent) and/or to determine the Condition of a Parcel when it was received (or sent).

12. Information about us

12.1. To contact us please send us an email at info@ultragoldfieldlogistics.co.uk

13. Information about you – Data Processing - [Art 28, GDPR]

13.1. We are a data controller acting on your behalf and shall use your Data in accordance with the provisions of these terms and conditions and your documented instructions and only where

necessary to provide the Services and any improvements thereto including means of communicating with you for the purpose of effecting a successful delivery or collection and confirming the level of satisfaction you have with the Services (“the Purpose”).

13.2. The subject matter and duration of the Processing of Your Data is set out in these terms and conditions and the context and purpose for the Processing of Your Data is the Purpose.

13.3. You are the data subject. Your Data that we may Process is your name, addresses, email addresses, telephone numbers and associated information required for the Purpose.

13.4. We shall comply with and Process all of Your Data in accordance with applicable Data Protection Legislation.

13.5. We shall procure that our personnel and our sub-contractors are obligated to maintain the security and confidentiality of Your Data.

13.6. Where you have provided consent, we will provide you with marketing communications including information about other goods and services we offer that are similar to those that you have already purchased or enquired about.

13.7. We shall not be considered a Data Controller or Data Processor for any personal and/or sensitive data that is contained within a parcel.

13.8. We shall at your instruction, delete (unless required to retain under the Data Protection Legislation or if we have a legitimate reason to do so) or return all copies of Your Data and cease Processing Your Data after the business purposes for which Your Data was Processed have been fulfilled, or earlier upon your written request.

13.9. Disclosure

We will not disclose Your Data outside of our business except: (i) as you direct (including as permitted under this Contract); or (ii) as required by law.

13.10. Security - [Arts 28 and 32 GDPR]

We have implemented and will maintain throughout the term of these terms and conditions appropriate technical and organizational measures, internal controls and information security routines intended to protect Your Data against accidental, unauthorized or unlawful access, disclosure, alteration, loss, or destruction. These shall at all times be of at least the minimum standard required by Data Protection Legislation and be of a standard no less than the standards compliant with good industry practice for the protection of Personal Data to ensure a level of security for Your Data appropriate to the risk

13.11. Subcontractors - [ART 28, GDPR]

You acknowledge that we use sub-contractors to Process Your Data in order for us to provide the Services.

13.12. You acknowledge that we have and may enter into agreements with sub-contractors to provide information technology services, back-office customer support, software support and

development services, analytics services and related support services to Ultra Gold Field Logistics and this will involve the transfer of your Data outside of the European Economic area, which shall be carried out in accordance with Conditions 13.13 and 13.14 below.

13.13. Transfer Of Data

Save as set out herein, or as you may otherwise authorise, we will not transfer Your Data to any third party.

13.14. To the extent that any Processing of Your Data by Ultra Gold Field Logistics (or any of our sub-contractors) pursuant to these Terms and Conditions may involve the transfer of such of Your Data out of the country in which it is held, we (or any sub-contractor) shall only transfer Your Data where the measures required under Data Protection Legislation are in place and remain valid.