

HOME DELIVERY TERMS AND CONDITIONS

WESTFIELD HOME DELIVERY SERVICE

About these Terms: These are the terms applying to the provision to you of the Westfield Home Delivery Service. **They set out what happens if your consignment is delayed, lost or damaged. Please read these terms carefully.**

1. DEFINITIONS

These definitions are used in these terms and conditions (Conditions).

- 1.1 **“Contract”** means the contract of carriage between the you and us including these terms and conditions.
- 1.2 **“Consignment”** means your goods in one parcel, package or more and sent at one time in one load by or for you from Westfield London Shopping Centre to your designated address.
- 1.3 **“Dangerous Goods”** means explosives, gasses, flammable liquids, flammable solids, oxidizing substances, toxic substances, radioactive material and corrosive substances and any other substance presenting a similar hazard or likely to cause or encourage disease, vermin, pests or other hazard.
- 1.4 **“Excluded Goods”** refers to money, foodstuffs, beverages, perishable items, flowers, antiques, artwork, delicate or breakable objects, jewellery in excess of £2,500 or other items that weigh over 25kg or are otherwise oversized, the value of which exceeds £5,000 or the carriage of which is prohibited by law.
- 1.5 **“We, us and our”** refer to E-Courier (UK) Ltd. of Cityside House, 40 Adler Street, London, E1 1EE, which expression will, unless the context requires otherwise, include any agent or sub-contractor appointed by us.
- 1.6 **“You and your”** means you, the person entering into this Contract with us.

2. USING THE SERVICE

- 2.1 Unless you made specific arrangements with us prior to the transit of the Consignment, we are not under any obligation to deliver a Consignment if:
 - 2.1.1 the Consignment contains Excluded Goods or Dangerous Goods;
 - 2.1.2 special equipment is required for loading or unloading; or
 - 2.1.3 it is insufficiently packaged. Certain goods, such as electrical and computer equipment, must be packaged in their original packaging for carriage.
- 2.2 The content and the value of all Consignments must be disclosed in relation to all shipments outside the UK.
- 2.3 We will use all reasonable efforts to deliver within the time specified for delivery though these are just estimates.
- 2.4 We will take all reasonable steps to obtain a signature on receipt of the Consignment and that proof of delivery will be evidence that the Consignment was delivered complete unless it is marked otherwise. **We will not be liable for any loss or misdelivery where delivery has been made to the correct address in good faith to a person claiming to be you or your designated contact.**
- 2.5 We will endeavour to make the Services available to you at all times. However, this is not always possible and there may be times when the Services are suspended or not available.

3. OUR CHARGES

- 3.1 The charges for the transit of the Consignment are in accordance with our current tariff at the time of the Contract as notified to you. Payment must be made in advance by cash, credit or debit card.
- 3.2 Unless our charges state otherwise, all quotations and prices assume that no extra charges such as tolls or customs duties are applicable. If we reasonably incur these, they will be added to our charges up to 24 hours after completion of the Consignment.
- 3.3 Our charges allow for 10 minutes waiting time. If we are unable to deliver your Consignment within this timescale for any reason the Consignment will be returned to our offices and held waiting further instructions from you. You will be charged for the costs of re-arranging the delivery.

4. YOUR INFORMATION

- 4.1 You acknowledge and agree that your details including your name, address and payment record will be submitted to us or our agent and personal data will be processed by our agent and by us and/or on our behalf in connection with the transit of your Consignment.

5. CONTRACT DURATION

- 5.1 This Contract commences upon receipt of the Consignment by us or our agent and (unless otherwise previously ended – see Condition 5.2) ends on delivery of your Consignment at your designated address.
- 5.2 If after 28 days of the due delivery date we are unable to deliver the Consignment to you despite our reasonable efforts to contact you, the Contract will be deemed to be at an end and we will be entitled to sell the goods comprising the Consignment.

6. LIABILITY

- 6.1 **Nothing in this Clause will act to exclude or limit our liability for death or personal injury caused by our negligence.**
- 6.2 **Without prejudice to any other provision in this Contract and unless caused by our negligence our liability for loss or damage to a Consignment will not exceed (1) £5,000 per Consignment for UK deliveries or (2) the lesser of the disclosed value of a Consignment or £5,000 for deliveries abroad. In order to process your claim we may ask for a proof of the value of the Consignment and any other information reasonably necessary as well as ask for the opportunity to inspect the damaged Consignment.**
- 6.3 **We will not be liable for any loss or damage to any Consignment**
 - 6.3.1 containing Excluded Goods or Dangerous Goods;
 - 6.3.2 where the details you have given to us or our agents are erroneous or incomplete and this materially impacts on our ability to deliver the Consignment to you.
- 6.4 **You will use your best efforts to inform us within 5 days of any loss or damage to a Consignment and to provide us with the details of the amount and the circumstance of the loss within 10 days after termination of the transit for your claim to be considered.**
- 6.5 **You will reimburse us and our agent in respect of:**
 - 6.5.1 **all losses suffered by and claims made against us or our agent resulting from loss of or damage to property caused by or arising out of (1) the carriage of Excluded Goods or Dangerous Goods whether or not declared by you as such or (2) wrongful disclosure pursuant to Condition 2.2;**
 - 6.5.2 **any tax or custom duties payable in respect of your Consignment whether or not transit has ended or been suspended.**
- 6.6 **Our Contract is intended to comply with all of your statutory rights as a consumer. However, in the event that any uncertainty arises your statutory rights as a consumer will take priority over the Contract.**

7. CONTACT

If you have any claims or complaints regarding this Contract or the data collected about you by us or our agent please contact us at guest@ecourier.co.uk or on 0870 085 3333.

8. GENERAL

- 8.1 We will not be liable to you for any delay loss or damage caused by (without limitation) strikes, lock-outs or other industrial disputes failure of power supplies or computer equipment or other causes beyond our reasonable control.
- 8.2 A person who is not a party to the Contract will not have any rights under or in connection with it.
- 8.3 This Contract is to be interpreted in accordance with English Law but may be subject for Consumers to the jurisdiction of the claimant's local court at the claimant's choice.