

## TERMS AND CONDITIONS OF SUPPLY OF PARCELPARK SERVICES

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply any of the services (**Services**) listed on our website [www.parcelpark.com](http://www.parcelpark.com) (**our site**) to you. Please read these terms and conditions carefully before ordering any Services from our site. You should understand that by ordering any of our Services, you agree to be bound by these terms and conditions.

The basis upon which any personal data is collected from you, or that you will provide to us, or that will be processed by us, will be in accordance with the Privacy Policy displayed on this Site.

You should print a copy of these terms and conditions for future reference.

If you accept these terms and conditions then please click the appropriate checkbox on the registration page. Please understand that if you refuse to accept these terms and conditions, you will not be able to order any Services from our site.

### 1. INFORMATION ABOUT US

- 1.1 [www.parcelpark.com](http://www.parcelpark.com) is a site operated by Green Anvil Limited (**we**). We are registered in England and Wales under company number 4498286 and with our registered office at 27 New Dover Road, Canterbury, Kent, CT1 3DN . Our main trading address is Canterbury Enterprise Hub, University of Kent, Giles Lane, Canterbury, Kent CT2 7NJ, UK. Our VAT number is GB 824 8264 18.

### 2. SERVICE AVAILABILITY

Our site is only intended for use by people resident in the UK. We do not accept orders from individuals outside the UK.

### 3. YOUR STATUS

By placing an order through our site, you warrant that:

- (a) You are legally capable of entering into binding contracts; and
- (b) You are at least 18 years old;
- (c) You are resident of the UK

### 4. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

- 4.1 After registering your details (**Registration**) and payment into your ParcelPark account, you will receive an e-mail from us acknowledging that we

have received your order for our Services. Please note that this does not mean that your order has been accepted. Your registration and payment constitutes an offer to us to buy our Services. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the Services will be provided (the **Contract Confirmation**). The contract between us (**Contract**) will only be formed when we send you the Contract Confirmation.

4.2 The Contract will relate only to those Services which are confirmed in the Contract Confirmation.

## 5. **CONSUMER RIGHTS**

5.1 If you are contracting as a consumer, you may cancel a Contract at any time within seven working days, beginning on the day after you received the Services. In this case, you will receive a refund in accordance with clause 8.1 below.

5.2 To cancel a Contract, you must inform us by email to [ppsales@parcelpark.com](mailto:ppsales@parcelpark.com) and your account will be cancelled.

5.3 Details of this statutory right, and an explanation of how to exercise it, are provided in the Contract Confirmation. This provision does not affect your statutory rights.

## 6. **YOUR OBLIGATIONS**

6.1 You will provide true and accurate information upon registration and you will update us of any changes to this information.

6.2 You will be responsible for insuring the contents of package, letter, parcel or any other item which is sent using our Services (**the Parcels**.)

6.3 You must keep a positive and sufficient credit balance in your Parcelpark account. If you fail to do so we will inform you of this with a request for funds and we reserve the right to withhold your parcels until such funds exist in your account to pay the associated fee for processing them.

6.4 You must keep your six digit identification pin which you will give on registration (**Pin**) secure. If you suspect that it has been compromised then you should log in and change the Pin as soon as possible.

- 6.5 You must use best endeavours to ensure that the sender of the parcel uses the ParcelPark Parcel Identification meaning the alphanumeric character string, present on the Parcel label either with or without an associated barcode representation of it, but preferable with the barcode representation as downloaded from our site.
- 6.6 You must collect your Parcels promptly from the depot or storage facility which you have selected as your collection point for the parcels (**Collection Point**) either person or you may authorise someone to collect them on your behalf (**Authorised Representative**.) You acknowledge that you or your Authorised Representative may be asked security questions (for example confirmation of personal details given at Registration) by staff at the Collection Point upon collection, and that Parcels which remain uncollected for a 7 day period (**Holding Period**) may be returned to the sender.
- 6.7 You shall not use the Services for:
- (a) Parcels which exceed 25kg or which the length and width combined exceed 2.5 metres.
  - (b) Parcels where the sender handwrites the address.
  - (c) Illegal purposes.

## 7. **PRICE AND PAYMENT**

- 7.1 The price of any Services will be as quoted on our site from time to time, except in cases of obvious error.
- 7.2 These prices include VAT.
- 7.3 Prices are liable to change at any time, but we will inform you of this by notification on our site.
- 7.4 Payment for all Services must be by credit or debit card or paypal to your Parcel Park account.
- 7.5 We reserve the right to recover additional charges above the standard UK network rates which we incur for sending SMS information to you in connection with the Services.
- 7.6

## **8. OUR REFUNDS POLICY**

- 8.1 If you cancel the Contract within the seven-day cooling-off period, or the Contract is terminated in accordance with clause 10 below we will process the refund due to you as soon as possible and, in any case, within 30 days of the day you have given notice of your cancellation. In this case, we will refund the balance remaining in your ParcelPark account as long as they are equal to or in excess of £1. (GBP) funds of a smaller amount will be donated to a registered charity which we may select at our discretion.
- 8.2 We will usually refund any money received from you using the same method originally used by you to pay for your purchase.
- 8.3 We reserve the right to charge a handling fee for the refund.

## **9. OUR LIABILITY**

- 9.1 We warrant to carry out the Services with reasonable skill and care.
- 9.2 Our liability for losses you suffer as a result of us breaking this agreement is strictly limited to £100.00 and any losses which are a foreseeable consequence of us breaking the agreement. Losses are foreseeable where they could be contemplated by you and us at the time your order is accepted by us.
- 9.3 This does not include or limit in any way our liability:
- (a) For death or personal injury caused by our negligence;
  - (b) Under section 2(3) of the Consumer Protection Act 1987;
  - (c) For fraud or fraudulent misrepresentation; or
  - (d) For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.
- 9.4 We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us (such as loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, waste of management or office time) however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.
- 9.5 We will use our best endeavours to inform you of any changes to the opening hours of the Collection Points, however we are not responsible for any loss

arising from the Collection Points changing their opening hours on short notice or in an emergency.

- 9.6 All parcels will be visually inspected by the staff at the Collection Points. Any apparent damage will be reported where possible to the delivery service, and accepted only on the understanding that we are not liable for damage to parcels caused in transit.

## **10. TERMINATION**

- 10.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Contract without liability to the other on giving the other not less than one months written notice or immediately on giving notice to the other if:

- (a) the other party commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
- (b) the account has not been used for 24 months.

- 10.2

On termination of the Contract we will make reasonable efforts to refund any balance held on your parcelpark account in accordance with clause 8.1 above.

## **11. WRITTEN COMMUNICATIONS**

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

## **12. NOTICES**

All notices given by you to us must be given to Green Anvil Limited at Canterbury Enterprise Hub, University of Kent, Giles Lane Canterbury, Kent

CT2 7NJ. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 13. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

### **13. TRANSFER OF RIGHTS AND OBLIGATIONS**

- 13.1 The contract between you and us is binding on you and us and on our respective successors and assigns.
- 13.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.
- 13.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

### **14. EVENTS OUTSIDE OUR CONTROL**

- 14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (**Force Majeure Event**).
- 14.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
  - (a) Strikes, lock-outs or other industrial action.
  - (b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
  - (c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
  - (d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
  - (e) Impossibility of the use of public or private telecommunications networks, or internet servers.
  - (f) The acts, decrees, legislation, regulations or restrictions of any government.

14.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

**15. WAIVER**

15.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

15.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

15.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 11.

**16. SEVERABILITY**

If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

**17. ENTIRE AGREEMENT**

17.1 These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

17.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.

17.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

## **18. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS**

18.1 We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities. In particular we made need to vary the Holding Period in clause 6.6 above to reflect changes in the market conditions of the Collection Point.

18.2 You will be subject to the policies and terms and conditions in force at the time that you order Services from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Contract Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Services).

## **19. LAW AND JURISDICTION**

Contracts for the purchase of Services through our site will be governed by English law. Any dispute arising from, or related to, such Contracts shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.