

DX**secure**
VALUED DELIVERIES**SecureDX**
Standard terms and conditions**1. DEFINITIONS**

1.1 Unless otherwise defined below, capitalised terms used in these Standard Terms and Conditions shall have the following meanings:

“Agreement”	means the agreement for the provision of the Services to the Customer subject to the Standard Terms and Conditions as supplemented by the Service Agreement;
“Charges”	means the charges due to DX in accordance with Condition 4 and the Service Agreement, initially as stated in the order form for the Services;
“Commencement Date”	means the date shown as such in the order form for the Services;
“Contract Year”	means each consecutive period of twelve months from the Commencement Date;
“Customer”	means any person, firm, body corporate, association or organisation to whom the Services are provided by DX;
“Force Majeure”	means any event beyond the reasonable control of DX, including without limitation act of God, severe weather, war, invasion, civil commotion, embargo, hostilities (whether war be declared or not) seizure or forfeiture under legal process, epidemic, act or order of any government public local or other authority, labour disputes of whatever nature, explosion, fire or severe traffic congestion;
“DX”	means DX Network Services Limited, whose registered office is situated at DX House, Ridgeway, Iver, Bucks, SLO 9JQ, and its successors and assigns;
“DX Group”	means DX Network Services Limited and any company which is its ultimate holding company and any company which is a subsidiary of such holding company from time to time (with holding company and subsidiary being as defined by Sections 736 and 736A of the Companies Act 1985);
“Item”	means any item or items bearing a SecureDX bar-code label sent by the Customer using the Services for delivery to the delivery address;
“Prohibited Article”	(i) any item that is not packed in compliance with, or otherwise does not fully comply with, the Regulations or the provisions of the Agreement or that contains any substance or matter prohibited by the Regulations; or (ii) any item which might or does cause any personal injury or physical damage to any person or property, or might otherwise be considered dangerous or hazardous; or (iii) any of the following: asbestos; bank notes or any other financial instrument capable of conversion into cash by anyone other than the payee; bottled perfumery; bullion; cash; chemicals; cigarette lighters; clothing; computers and/or computer chips (except as agreed in writing between the parties and subject to further insurance as DX may require the Customer to obtain); consumer redemption vouchers; compressed gases and aerosols; credit cards and cash dispenser cards; credit company sales vouchers; domestic audio and/or visual equipment and/or accessories; drugs; explosives; footwear; furs and fur clothing; firearms; flammable items; human remains (in any form); gift tokens; holiday saving stamps; industrial carbons and diamonds; jewellery: lewd, obscene or pornographic items; liquids; living creatures; luncheon vouchers; matches; non-ferrous metals in sheet bar or ingot form; organic peroxide; oxidising materials; paints, varnishes, enamels and similar substances; pathological specimens; perishables; photographic equipment and/or accessories (but excluding x-rays, films, negatives, microfiche, photographic prints or similar items); poisons; precious metals and stones; articles made of or containing precious metals; processed tobacco or tobacco products; radioactive material; unused units in franking machines; valuables and gifts; watches; works of art;
“the Regulations”	means the Health and Safety at Work etc Act 1974, Health and Safety Regulations and Statutory Instruments issued thereunder and any international, European or other national laws or regulations or protocols which apply to the packaging, handling and carriage of goods including (but not limited to) applicable regulations made by the Universal Postal Union, the International Civil Aviation Organisation and the International Air Transport Association;
“Service Agreement”	means the order form for the Services, and the User Guide (or such documents as may replace any of them from time to time);
“Services”	means the SecureDX services to be provided subject to the provisions of the Agreement by DX to the Customer, as described in the Service Agreement;
“Standard Terms and Condition”	means these standard terms and conditions as supplemented or amended pursuant to Condition 11 or as otherwise agreed in writing between the parties;
“Territory”	means mainland United Kingdom (including mainland N Ireland) but excluding certain postcodes, as posted on the Website from time to time;
“User Guide”	the user guide relating to the Services issued and amended by DX from time to time;
“Website”	the DX website as amended from time to time, at the URL thedx.co.uk or any other URL notified to the Customer as the address for the Website in relation to the Services;
Working Day(s)	means any day from Monday to Friday inclusive, excluding statutory bank and public holidays.

- 1.2 The Agreement sets out the terms upon which DX agrees to provide the Services. In the event of a conflict or inconsistency between the Service Agreement and the Standard Terms and Conditions, the terms of the Service Agreement shall prevail.
- 1.3 The Agreement shall apply only to the provision of the SecureDX product by DX. Any other existing or new service shall be provided in accordance with the relevant applicable DX terms.

2. DURATION AND TERMINATION

- 2.1 Subject to the provisions of this Condition, the Agreement shall come into force and the Services shall commence on the Commencement Date and shall continue thereafter unless and until:
- 2.1.1 the Customer gives at least 30 days notice in writing of termination to DX; or
- 2.1.2 the Agreement is terminated in accordance with any other provisions for early termination incorporated in the Agreement.
- 2.2 DX shall have the right at its absolute discretion and without giving any reason therefor to terminate the Agreement or withdraw the Services on not less than 30 days prior written notice to the Customer. In these circumstances, DX shall refund to the Customer sums paid in advance as Charges for unused pre-paid labels (as referred to in Condition 4) if such labels cannot be used by the Customer during the notice period. Any claim for a refund must be made by the Customer to DX in writing, within 30 days of the date of termination of the Agreement by DX, or any longer period agreed to in writing by the parties at the time, and the Customer must at the same time return the unused labels to which the refund relates. After the expiry of this period the Customer shall not be entitled to any refund.
- 2.3 Except as provided for in Condition 2.2, in the event of termination the Customer shall not be entitled to any refund in respect of any Charges already paid, whether for labels or anything else, and the Customer shall not be released from any obligation to pay any Charges which may be due.

3. DESPATCH AND DELIVERY

- 3.1 The Customer must comply with all instructions and requirements for the use of the Service in the Service Agreement, and any other instructions or requirements provided by DX from time to time. These may appear on the Website and it is the Customer's responsibility to regularly check the Website for updates. Please note that changes to these Standard Terms and Conditions, excluded postcodes and the Charges will also be posted on the Website from time to time – see also Condition 11.
- 3.2 DX shall collect from the DX box locations and other address(es) specified in the Service Agreement.
- 3.3 Without affecting the general nature of Condition 3.1, the Customer's attention is drawn to the following specific requirements:
- 3.3.1 SecureDX can only be used for delivery to addresses within the Territory;
- 3.3.2 all Items must be accurately labelled in accordance with the required instructions and must bear the appropriate postcode;
- 3.3.3 SecureDX is available for Items weighing up to 2 Kilograms. The contents must fit within the standard DX pouches issued to Customers and bear the correct prepaid label, appropriate to the weight of the item. ,
- 3.3.4 DX pouches must be completed by the Customer and must include the Customer's return address.
- 3.4 DX reserves the right to open Items which do not meet the criteria specified in Conditions 3.1 and 3.3 above, or which are incorrectly addressed in order to ascertain the Customer's address, and to return the Item back to the Customer. It may also open any Item which it considers may contain articles or have otherwise been sent contrary to the provisions of the Agreement.
- 3.5 If any Item does not comply with the requirements of the Services DX reserves the right to refuse carriage and the Item will not be delivered, and will be returned to the Customer using any route or service (which may not be tracked). In the event of an Item not being delivered as a result of this the Customer is not entitled to any refund or compensation for failure to deliver to the intended recipient, and if required by DX, the Customer shall pay to DX all reasonable costs incurred by DX as a result of the non-delivery, and/or return of the Item.
- 3.6 If the Customer receives any Item or Items delivered by DX in error, the Customer shall return such Items as soon as possible to DX.
- 3.7 Subject to the exclusions and limitations set out in this Condition and Conditions 6 and 8 below:
- 3.7.1 DX will attempt to deliver each Item to the delivery address on or before 6pm on the Working Day following the day of collection by DX (or may do so on a Saturday if that is the following day. Note that although DX may deliver on a Saturday where this is possible, it is not obliged to do so). For the Pre-1pm service DX will attempt to deliver each Item to the delivery address on or before 1pm on the Working Day following the day of collection by DX (or may do so on a Saturday if that is the following day. Note that although DX may deliver on a Saturday where this is possible, it is not obliged to do so);
- 3.7.2 If delivery is not attempted in accordance with Condition 3.7.1 above, the Customer shall be entitled to claim a refund of the relevant pre-paid Charge.
- DX shall not be required to make a refund unless the Customer makes a claim in writing to DX within 10 days of the date of despatch of the Item to which the claim relates.
- 3.8 DX reserves the right to arrange for the carriage of the Item by any route, and in using any handling, storage and transportation methods whatsoever.

4. CHARGES

- 4.1 To use SecureDX, the Customer must purchase non refundable pre paid labels at the current price from time to time, and use them in accordance with the instructions supplied. Details of the current price for labels are available on the Website. These sums together with any other amounts payable under the Agreement are the Charges, and the Customer agrees to pay the Charges. In certain circumstances, Customers may access the SecureDX service via the web and pay the Charges in arrears.
- 4.2 DX reserves the right to amend its rates and the Charges at any time. Any amendments will be effective from the date of their publication on the Website.
- 4.4 The Customer acknowledges that SecureDX labels and the Charges paid for them are non-refundable, except as stated in Condition 2.2.

5. TERMS OF PAYMENT

- 5.1 The Customer shall pay the Charges together with any other sums payable by the Customer to DX under the Agreement (which are subject to VAT at the prevailing rate) within 30 days of date of invoice unless the contrary has been expressly agreed in writing by DX. DX shall be entitled to charge the Customer interest (both before and after any judgment) on all overdue accounts at the rate of 3% above Barclays Bank plc base rate applicable from time to time until payment is made in full.
- 5.2 The Customer agrees to pay the Charges and any other amounts due hereunder without set-off, deduction or counterclaim.
- 5.3 The Charges shall remain due and payable notwithstanding that delivery of the Item may not have taken place.
- 5.4 If the Customer fails to make any payment due to DX for any Services provided to the Customer by DX by the due date then, without prejudice to any other right or remedy available to DX, DX shall be entitled to cancel the Agreement or suspend any further collections and/or deliveries for the Customer.

6. PROHIBITIONS

- 6.1 The Customer shall procure that no Prohibited Article is sent by the Services and that all Items and their contents are labelled and packed in accordance with the terms of the Agreement and otherwise comply with the Regulations, for which purposes the Customer is deemed to have full knowledge of the requirements of the Regulations. If DX believes that any Item or its contents either (a) may comprise or contain a Prohibited Article or (b) has not been labelled and/or packaged in accordance with the Regulations or the Agreement or (c) otherwise does not comply with the Regulations or the Agreement, DX reserves the right to:
- (i) refuse to handle; and/or
- (ii) open and/or retain for further examination; and/or
- (iii) accept such Item for carriage on the basis that DX shall not be responsible in any way for any loss or damage howsoever caused either to the Item, its contents or to any person or property as a result of that item or its contents. If DX believes that the sending of any Item or its contents amounts to or may amount to a criminal offence it may pass such Item and/or its contents to the relevant authorities.

7. TITLE

- 7.1 Title to any property (including, without limitation, sacks, labels, pouches and trays) issued to the Customer by DX for the purpose of the provision of the Services by DX shall remain with DX. The Customer shall be responsible for such property whilst in its care or control and return such property to DX immediately upon demand.

8. EXCLUSION AND LIMITATION OF LIABILITY

- 8.1 The Customer acknowledges that the value and contents of any Item and also the amount of loss which may be suffered by the Customer are only known to the Customer. In view of this, DX advises and the Customer agrees to maintain adequate insurance on a “all risks” basis in respect of any Item for its full value to the Customer. The Customer further acknowledges that the charges for the Services reflect the exclusions and limitations in the Agreement and that under the circumstances such exclusions and limitations are reasonable.
- 8.2 DX shall not be liable to the Customer or any other person in connection with or arising out of the Agreement or the performance or non-performance of the Services except to the extent that the loss or damage suffered by the Customer results solely from the negligence of, or breach of this Agreement by DX, its employees, agents or sub-contractors in which case such liability shall be subject to the exclusions and limitations set out in these Standard Terms and Conditions.

DX**secure**
VALUED DELIVERIES**SecureDX**
Standard terms and conditions

- 8.3 Subject to Condition 8.2 DX's liability arising out of or in connection with the Agreement or performance or non-performance of the Services, howsoever caused or arising, shall:
- 8.3.1 in the case of failure to attempt to deliver within the timescale described in Condition 3.7.1 be limited to the refund described in Condition 3.7.2;
- 8.3.2 in the case of loss or damage to any Item be limited to the lesser of (i) £50, (ii) the amount of loss or damage actually sustained and (iii) the actual value of the Item as determined by its cost of preparation, replacement or reconstruction, its cost of repair or its resale or fair market value without reference to the commercial utility or special value to the Customer or any other person, less the value of the Item after the loss or damage sustained;
- 8.3.3 in the case of loss of or damage to any tangible physical property to the Customer (other than any Item the liability for which is dealt with by Condition 8.3.2 above) caused by the negligence of DX, its employees, agents or sub-contractors be limited to £2 million in respect of any one claim or series of claims arising out of one subject to an overall maximum aggregate liability of £2 million in any one Contract Year; and
- 8.3.4 in all other cases, the aggregate liability of DX in any Contract Year shall not exceed the total Charges (excluding VAT) paid by the Customer for the Services in respect of that Contract Year.
- 8.4 Notwithstanding Condition 8.3 DX shall not be liable to the Customer or any person for:
- 8.4.1 any loss of or damage to profits, revenue, savings, data, use, contract, goodwill or business or for any indirect or consequential loss or damage, in each case howsoever caused or arising;
- 8.4.2 any loss or damage caused by delay in the collection or delivery of any Item or due to mis-delivery (except for the refund available under Condition 3.7);
- 8.4.3 any loss, damage or delay caused by an event of Force Majeure (including, without limitation, any loss or damage caused by any temporary interruption of Services resulting from an event of Force Majeure);
- 8.4.4 any delay or failure to deliver due to: lack of availability of an authorised representative of the intended recipient organisation at the delivery address; the individual signing the Proof of Delivery not being an authorised representative of the intended recipient organisation at the delivery address; the Item not being addressed to a postcode within the Territory or otherwise being incorrectly or incompletely addressed; the Item being addressed to a PO Box number, or the Item otherwise being outside of the Services specifications and requirements;
- 8.4.5 any loss of or damage to an Item which cannot be shown to have occurred whilst such Item was within the care, custody and control of DX or its employees, agents or sub-contractors;
- 8.4.6 damage to an Item unless such damage is evidenced by crushing, piercing, water damage, or other damage to, or deterioration of, the outer packaging thereof which is apparent to the naked eye;
- 8.4.7 any loss or damage caused to or by, or otherwise in respect of (i) a Prohibited Article, or (ii) arising from or caused by the failure of the Customer to fully comply with the Regulations or the provisions of the Agreement;
- 8.4.8 any claim (whether in respect of delay, loss or damage or otherwise) unless notified in writing to DX within 10 days of the date of despatch of the Item to which the claim relates.
- 8.5 The term "howsoever caused or arising" when used in this Condition 8 shall be construed widely to cover all causes and actions giving rise to liability, including but not limited to (i) whether arising by reason of any misrepresentation (whether made prior to and/or in the Agreement), negligence, breach of statutory duty, other tort, breach of contract, restitution or otherwise and (ii) whether arising under any indemnity and (iii) whether caused by any total or partial failure or delay in supply of the Services.
- 8.6 Notwithstanding any other provision of this Agreement, all the exclusions and limitations of liability contained in this Agreement shall apply regardless of whether the Customer notifies DX of the possibility of any greater loss or damage and no exclusions or limitations shall apply to the extent prohibited by law and in particular nothing in the Agreement shall limit or exclude liability for fraud or for death or personal injury caused by negligence.
- 8.7 The Customer hereby agrees with regard to the state and condition of an Item that a recipient's signature for an Item at the delivery address (or nominated collection point) shall be prima facie evidence of the good condition of the relevant Item when delivered.
- 8.8 All employees, agents and subcontractors of DX (each being a "Third Party") shall each be entitled, in its own right to the benefit of and pursuant to the Contracts (Rights of Third Parties) Act 1999 ("TPA"), to enforce every defence and limitation available to DX under this Agreement (in particular the provisions of this Condition 8) to the extent determined by DX in its absolute discretion from time to time, as if such defences and limitations were expressed to be for the benefit of the relevant Third Party. The parties to the Agreement shall not be required to notify or obtain the consent of any Third Party in order to rescind or vary the Agreement or any provision of it (for the avoidance of doubt, including, without limitation, this Condition 8). The aggregate liability of all Third Parties and DX collectively shall be no greater than the liability of DX alone, as set out in the Agreement. Save as referred to in this Condition 8.8, no provision of this Agreement shall be enforceable by any person who is not a party to it, pursuant to the TPA. No Third Party may assign or otherwise transfer any of its rights referred to in this Condition 8.8.
- 8.9 The Customer agrees to indemnify DX against all losses, liabilities, claims, demands, costs and expenses in excess of the liability expressly accepted by DX hereunder.
- 9. CUSTOMER'S WARRANTY AND INDEMNITY**
- 9.1 The Customer warrants that:
- (a) where the Customer is not the owner of the Item, it has the authority of all parties owning or having any legal interest in the same to use the Services for the despatch thereof;
- (b) the nature or contents of the Item will not cause DX to break any laws or statutory regulations;
- (c) the Item is adequately prepared, addressed, labelled and packaged for safe despatch through the Services (including, where appropriate, transport by air) and for safe handling, whether by manual or mechanical means by DX staff and its sub-contractors; and
- (d) the Item has been labelled and packaged in full compliance with the Regulations.
- 9.2 Without prejudice to any other provisions of the Agreement, the Customer shall indemnify and hold DX harmless against all losses, liabilities, claims, demands, costs and expenses that may result from:
- (a) any latent or inherent defect or natural deterioration of the Item and/or any Item that is inherently dangerous, unstable or liable to cause any loss or damage of whatever kind;
- (b) any other damage caused by the substance, composition or nature of the Item or the method of packaging employed;
- (c) any breach by the Customer of the warranties in Condition 9.1;
- (d) any third party claim arising directly or indirectly from the Customer's use of the Services save for claims for loss or damage for which DX is expressly liable hereunder; and
- (e) the neglect or default of the Customer or any breach of its obligations under the Agreement.
- 10. COMMON CARRIER**
- DX is not a common carrier and accepts items for carriage only in accordance with the provisions of, and subject to, the Agreement. DX reserves the right to refuse at any time to carry any Item at its absolute discretion.
- 11. ALTERATION TO TERMS**
- The provisions of these Standard Terms and Conditions may be supplemented or amended by DX at the absolute discretion of DX from time to time. All changes will be posted on the Website and will be effective from the date of such posting for all use of the Services after that time.
- 12. GENERAL**
- 12.1 DX agrees to take all reasonable steps to prevent any disclosure by it to any third party, other agent or representative of the Customer authorised in accordance with this Agreement of any secret or confidential information belonging to the Customer which comes to DX's possession through the performance of the Agreement, provided that this obligation of confidence will not apply in respect of any disclosure required by law or by any regulatory authority nor in respect of any information which is or comes to be in the public domain other than as a result of DX's breach of the Agreement.
- 12.2 If any provision of the Agreement shall be declared to be invalid or ineffective in any respect, the validity, legality and enforceability of the remaining provisions of the Agreement shall not in any way be affected or impaired thereby.
- 12.3 Any failure in or delay by DX to take any action to enforce any part of the Agreement shall not operate as a waiver of that breach or any other breach, and no waiver of any breach shall operate as a waiver of any subsequent breach.
- 12.4 References to any statute or statutory provisions include references to that statute or statutory provision as from time to time amended, extended or re-enacted and include any statutory instrument, rules, regulations or other subordinate legislation made from time to time thereunder.
- 12.5 The Agreement constitutes the entire agreement and understanding between the Customer and DX as to the matters to which they relate and supersedes all prior oral or written agreements, understandings or arrangements relating to the provision of the Services.
- 12.6 The Customer shall notify DX in writing of any merger or amalgamation with another Customer and of any change to the address or addresses to which invoices should be sent by DX within 7 days of the occurrence thereof.
- 12.7 The Agreement may be assigned, novated or otherwise transferred (in whole or in part) by DX to any member of the DX Group or to any other third party without the consent of the Customer and the Customer agrees to accept such transferee as the service provider in the place of DX. The Customer shall not be entitled to assign or transfer its rights or obligations under the Agreement save with the prior written consent of DX which shall not be unreasonably withheld.
- 12.8 DX shall be entitled to delegate or sub-contract out the Services (or any part thereof) provided that DX shall remain liable in accordance with the terms set out herein.
- 12.9 Any notice required or permitted to be given by either party pursuant to the Agreement shall be in writing addressed to that other party and sent to the other party, in the case of the Customer to its registered office or principal place of business and in the case of DX to the Customer Implementation Team, DX, DX House, Ridgeway, Iver, Bucks, SL0 9JQ (unless otherwise notified by DX).
- 12.10 The Agreement shall be governed by and construed in accordance with the laws of England and Wales. DX and the Customer irrevocably submit to the non exclusive jurisdiction of the English Courts.