TERMS AND CONDITIONS OF EVRI FRAMEWORK SHIPPING AGREEMENT UPDATED 25/09/2023

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1. AGREEMENT

1.1 This document sets out the key commercial and legal terms and conditions (the **"TS&Cs"**) that will apply to each order that you place for delivery services (**"Order"**) using the EVRI website https://business.evri.com (the **"Website"**) as a EVRI business account holder.

1.2 The Framework TS&Cs will apply in addition to the terms and conditions that you accept as part of the ordering process when you place an Order for the Services on the Website (the **"Website TS&Cs"**).

1.3 In the event of any conflict between the Framework TS&Cs and the Website TS&Cs, the Framework TS&Cs will have precedence and will override, and apply instead of, the conflicting Website TS&Cs.

1.4 Words in this Framework Agreement that have capitals and which have not been defined in this Agreement will have the meaning given to them in the Website TS&Cs.

2. SHIPPING PROFILE & PRICE BAND

2.1 We reserve the right to increase any rates at any time in the event that the number of Parcels that you send using the Services in any week is less than the Minimum Weekly Volume as per your Shipping Agreement Framework

2.2 In the event that, following any increase in the Rates, the number of Parcels that you send in a week is equal to or greater than the Minimum Weekly Volume for at least 4 consecutive weeks then we will consider revising the Rates to reflect the new volume of Parcels being sent using the Services.

2.3 We will issue you with a new Framework Agreement each time we change the Rates. Each Framework Agreement will apply to orders placed in the period from the date set out on the Framework Agreement up until that Framework Agreement is superseded by a more recent Framework Agreement.

2.4 Invoices will be raised on a weekly basis, and we will take payment by direct debit on the tenth (10th) working day (being Monday to Friday inclusive) from and including the date of the invoice.

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2.5 We reserve the right to change the date of invoicing at any time and apply an emergency invoice in the event of underpayment.

3. SURCHARGES

3.1 The Rates set out in your most recent Shipping Agreement apply to all Parcels to be delivered in the mainland of the United Kingdom and are subject to certain surcharges that may apply to deliveries made to certain postcodes or additional services that you may purchase.

3.2 The surcharges referred to in paragraph 3.1 are as follows:

Surcharges	Rate ex. VAT
Zone B	£2.00+VAT Per Parcel
Nothing to Collect	£35.00
Out of Tariff	£3.00 Admin fee + The Tariff Difference
Out of Specification Surcharge	£10.80

3.3 Increased levels of compensation for lost or damaged parcels above the standard level of £20 per Parcel are available for deliveries of Parcels that have a signature service (as referred to in paragraph 3.2(ii)) with an additional payment of following surcharges:

Additional Compensation Parcel Value	Rate ex VAT
Up to £20	Free
Over £20	4p (ex VAT) per £1.00 above £20.00 parcel value up to the total parcel value. *For example, if the item you are sending is £25, this will cost you an additional 20p to cover the entire value.*

* Mandatory signature for items over £50.

3.5 The surcharges advised in paragraph 3.2 are subsequent to change without notice.

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3.6 The surcharges advised in paragraph 3.2 specifically Zone B with a surcharge of £2.00 Ex VAT are applicable to the postcodes outlined in below Zone B postcodes (13.1)

Postcode		Postcode	Area	Service
GY*			Channel Islands	2-4 days
JE*			Channel Islands	2-4 days
IM*			Isle of Man	2-4 days
BT*			Northern Ireland	2-4 days
PO30*	to	PO39*	Isle of Wight	2-4 days
PO40*	to	PO41*	Isle of Wight	2-4 days
TR21*	to	TR25*	Scilly Isles	2-4 days
AB31*	to	AB38*	Scottish Highlands	2-4 days
AB41*	to	AB50*	Scottish Highlands	2-4 days
AB51*	to	AB56*	Scottish Highlands	2-4 days
FK17*	to	FK21*	Scottish Highlands	2-4 days
PA20*	to	PA30*	Scottish Highlands	2-4 days
PA31*	to	PA40*	Scottish Highlands	2-4 days
PA41*	to	PA50*	Scottish Highlands	2-4 days
PA51*	to	PA60*	Scottish Highlands	2-4 days
PA61*	to	PA70*	Scottish Highlands	2-4 days
PA71*	to	PA78*	Scottish Highlands	2-4 days
PH15*	to	PH20*	Scottish Highlands	2-4 days
PH21*	to	PH30*	Scottish Highlands	2-4 days
PH31*	to	PH40*	Scottish Highlands	2-4 days
PH41*	to	PH50*	Scottish Highlands	2-4 days
KA27*	to	KA28*	Scottish Highlands	2-4 days
HS1*	to	HS9*	Scottish Highlands	2-4 days
KW*			Scottish Highlands	2-4 days
IV1*	to	IV10*	Scottish Highlands	2-4 days
IV11*	to	IV20*	Scottish Highlands	2-4 days
IV21*	to	IV28*	Scottish Highlands	2-4 days
IV30*	to	IV32*	Scottish Highlands	2-4 days
IV36*			Scottish Highlands	2-4 days
IV40*	to	IV49*	Scottish Highlands	2-4 days
IV50*	to	IV56*	Scottish Highlands	2-4 days
IV60*			Scottish Highlands	2-4 days
IV63*			Scottish Highlands	2-4 days
IV7*			Scottish Highlands	2-4 days
IV8*			Scottish Highlands	2-4 days
IV9*			Scottish Highlands	2-4 days
PA80*			Scottish Highlands	2-4 days
ZE1*	to	ZE3*	Shetlands	2-4 days

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4. CANCELLATION

4.1 This Framework Agreement does not oblige you to place any Orders for the Services on the Website, and you can cancel this Framework Agreement at any time with a minimum of 24HRS notice.

4.2 Any Orders for the Services can be cancelled at any time for up to 84 days from the date of the Order and we will use reasonable endeavors to refund any cancelled Orders within three business days (being Monday to Friday inclusive).

5. WEBSITE USABILITY

5.1 The Evri representative set out the in your Framework Shipping Agreement has explained how you can use the Website, including (amongst other things) how to import your shipments to the Website. By accepting your EVRI quotation & Framework Shipping Agreement you have stated that you are now fully able to use the Website and that you are fully aware of the reporting process should any issue arise.

5.2 In the event of a critical website failure or error EVRI reserves the right to refuse compensation for delays in shipping.

6. BUSINESS ACCOUNT TEAM ACCESS

If you maintain your minimum parcel requirement, you will qualify for access to our dedicated Account Management Team.

6.1 Your Account Manager can be contacted on: internalaccountmanagement@evri.com

6.2 You can track your parcels, raise queries, and contact the Business Account Customer Service Support Team via the Customer Self-Service Portal: https://clients.evricloud.co.uk.

7. VAN COLLECTIONS

7.1 If you regularly ship your agreed minimum number of parcels per week, a dedicated van collection to collect your Parcel on days and at times as agreed will become available to you (pending approval from the Business Account

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Team based on your weekly shipments). Any requests for changes should be directed to your dedicated Account Manager

7.2 In the event of a failed or incorrect collection arrival, EVRI reserves the right to refuse compensation and cannot be held responsible for any delayed shipments.

7.2 If we have agreed to provide a van collection service to you, you must cancel a van collection each time that you do not have any Parcels to collect at least 4 hours prior to your agreed collection window. If the van collection arrives and there is 'nothing to collect', you be charged a minimum fee of £35.00 per time.

7.3 If you have agreed to change to Ad-Hoc collections and shipping your dedicated account management team requires at least 2 days' notice to book a collection (Pre-12 pm noon). If notice is not provided a collection cannot be guaranteed.

8. SIZE RESTRICTIONS POLICY

8.1 We can only carry parcels that weigh up to **15 kilos** each and with a maximum length of **120cm**, with no exceptions.

8.2 The maximum volumetric measurement we can accept is **245cm**. This is calculated by adding the two shortest dimensions and multiply them by two and then add the longest dimension. *((Parcel Width + Parcel Height) x2) + Parcel Length* must equal less than 245cm

8.1 If your declared parcel is scanned into the EVRI Parcel Network and is found to be of dimensions over the agreed maximum in paragraphs 8.1 & 8.2, EVRI reserves the right to stop & return or stop and destroy the incorrectly declared parcels in the network excluding them from the compensation arrangements set out in paragraph 4.3 of this Framework Agreement.

9. PACKAGING & LABEL STANDARDS

9.1 Our network uses a combination of both manual and automated sorting processes and therefore all Parcels should be packaged in a way that complies with the packaging guidelines that are published on the Website.

9.2 EVRI will not be liable for any damage or leakage from any Parcel that is Inadequately Packaged. Any items found.

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9.3 Standard Inkjet or Thermal labels are advised to be used. EVRI will not be liable for any parcels unaccounted for due to label issues. Label creation is the sole responsibility of the account holder and EVRI will not be liable for any costs associated with the label.

10. RESTRICTIONS POLICY

10.1 We have made you aware of the items which you are permitted to send using your EVRI Business Account at your own risk. EVRI will not be liable for any loss or damage to any of these items and they are excluded from the standard compensation that is offered on all applicable Parcels and the compensation arrangements set out in paragraph 4.3 of this Framework Agreement.

10.2 For clarity, items that are excluded from all forms of compensation which cannot be claimed for include: liquids, foods, furs, composite items, musical instruments, electrical appliances such as TVs, printers, monitors, DVD players, negotiable documents, jewelry, and packages strapped together. The full list of Excluded Items can be found a: https://www.evri.com/send/what-i-can-and-cannot-send

10.3 We reserve the right to prohibit the future shipment of any Excluded Items where in our opinion the shipment of such items could lead to the damage of any of our property or the property of any third parties, including (without limitation) the goods of other EVRI customers.

11. INCORRECTLY DECLARED FINES

11.1 As per the Framework Shipping Agreement you agree to correctly declare any parcel weight. If a parcel is scanned into the EVRI network over the declared weight or allowed dimensions as to set out in section 8 of these Terms & Conditions, you will be fined for this incorrect declaration.

11.2 EVRI reserves the right to change the fine amount of any incorrect declaration before a fine on the parcel without notice.

11.3 The account holder as per the Framework Shipping Agreement has sole responsibility to ensure parcels are the declared weight and size. This account holder is solely responsible for any subsequent fines.

11.4 EVRI offers a dispute process for any fines incurred on parcels, all disputes must be received within 28 days of receiving notification of the fine. Any disputes received after 28 days will be rejected and the fine will be chargeable. EVRI

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reserves the right to use any information available to qualify the legitimacy of any fines incurred.

12. EXPLAINED EXCLUSIONS POLICY

We do not ship the following items: dangerous/hazardous goods, batteries, explosives, prescription drugs, rubbish, live animals, perfumes/aftershaves, sharp instruments, paint, weapons, and Items beyond our high, weight, or volumetric measurements. The full list of Prohibited Items can be found at https://www.evri.com/send/what-i-can-and-cannot-send

12. DANGEROUS GOODS

12.1 For the purpose of this Framework Agreement, "Dangerous Goods" are as classified by the 'European Agreement concerning the International Carriage of Dangerous Goods (the "ADR Regulations").

12.2 EVRI will not carry Dangerous Goods for you except where the Dangerous Goods are in 'Limited Quantities' as defined by the ADR Regulations ("LQ").

12.3 You shall ensure that the Dangerous Goods in the relevant LQ that are passed to us are packaged and labeled in accordance with the ADR Regulations.

12.4 You shall indemnify and hold harmless EVRI from any damage, claim, loss, liability, or expense it incurs as a consequence of carrying the Dangerous Goods in the relevant LQ on your behalf to your customers or when we return the same to you.

13.

Zone B Postcodes

13.1 All Zone Postcodes will be charged the additional Zone B Surcharge of £2.00 Ex VAT on top of the standard postage cost.

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