UPS Terms and Conditions of Carriage

This is the current version as at the date of publication of this Guide. The latest version, which shall always be the applicable one for new shipments, may be found at www.ups.com or obtained from a UPS Office.

1. Introduction

1.1 These terms and conditions ("terms") set out the basis on which UPS will transport packages, documents and envelopes ("packages"). These terms are supplemented by the current applicable UPS Service and Tariff Guides ("the Guides"). The Guides contain important details about the services of UPS which the shipper should read and which form part of the agreement between UPS and the shipper.

1.2 The term "UPS" will mean and the shipper's contract will be with the UPS authorised service contractor, or the UPS entity if existing, in the country where the shipment is presented for carriage, which may be contracted to by UPS. (For the purpose of these terms the phrase "the Warsaw Convention" means (i) the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw on 12 October 1929 or (ii) that Convention as amended or supplemented by any protocol or supplementary convention or (iii) the Montreal Convention 1996 whichever is applicable. Notwithstanding any clause to the contrary, international carriage by road may be subject to the provisions of the Convention on the Contract for the International Carriage of Goods by Road signed at Geneva on 19 May 1955 ("the CMR Convention").)

1.3 A shipment may be carried at any intermediate stopping places that UPS deems appropriate. UPS may engage sub-contractors to perform services and contracts both on its own behalf and on behalf of its servants, agents and sub-contractors of either of whom shall have the benefit of these terms.

1.4 In these "Waybills" shall mean a single UPS waybill/consign note or the entire record against the same date, address and service level on a pick-up record. All packages covered under a Waybill shall be considered a single shipment.

2. Scope of Service

Unless any special services are agreed, and subject to these terms, the service to be provided by UPS is limited to the collection, transportation, customs clearance where applicable, and delivery of the shipment. Shipments will be consolidated with those of other shippers for transport and UPS may not monitor the inbound and outbound movement of individual shipments at all handling centres.

UPS is not a common carrier and reserves the right in absolute discretion to refuse carriage to any shipment tendered to it for transportation.

3. Conditions of Carriage

This section sets out various restrictions and conditions which apply to the carriage of packages by UPS. It also explains what the consequences are of the shipper presenting packages for carriage that do not meet these requirements.

3.1 Service Restrictions and Conditions

Shipments must comply with the restrictions in paragraphs (i) to (v) below.

(i) Packages must not weigh more than 25.4 kilograms (or 55 lbs) or 70 kilograms (or 150 lbs) (depending on the country where the shipment is presented to UPS for carriage and the country of destination, as specified in the Guides) or exceed 274 centimetres (or 108 inches) in length or a total of 400 centimetres (or 157 inches) in length and girth combined.

(ii) The value of any package may not exceed the local currency equivalent of US$ 500. In addition, the value of any jewellery or watches, other than costume jewellery or watches, in a package shall not exceed the local currency equivalent of US$ 500.

(iii) Packages must not contain any of the prohibited articles listed in the Guides including (but not limited to) articles of cultural value (such as works of art, antiques, precious stones, stamps, unique items, gold or silver), money or negotiable instruments (such as cheques, bills of exchange, bonds, savings books, pre-paid credit cards, share certificates or other securities), firearms and dangerous goods.

(iv) Packages must not contain goods which might endanger human or animal life or any means of transportation, or which might be liable to damage other goods being transported by UPS, or the carriage, export or import of which is prohibited by the applicable law.

The shipper shall be responsible for the accuracy and completeness of the particulars inserted in the Waybill and for ensuring that all packages are well-packed and contain the items described as correct, and for preventing any damage being caused during their preparation, storage and transportation to UPS. UPS relies on this guarantee in accepting any package for carriage. The shipper guarantees that all packages presented for carriage under these terms comply with the restrictions in paragraphs (i) to (iv) above and have been prepared in accordance with the requirements of the Guides and applicable law. UPS will not check the contents of the Waybill or any applicable UPS shipping documentation; shipments will be carried under the Express service (where available to the selected destination) and all applicable charges will be calculated accordingly.

The shipper guarantees that all packages presented for carriage under these terms comply with the restrictions in paragraphs (i) to (iv) above and have been prepared in accordance with the requirements of the Guides and applicable law. UPS will not check the contents of the Waybill or any applicable UPS shipping documentation; shipments will be carried under the Express service (where available to the selected destination) and all applicable charges will be calculated accordingly.

2.2 Perishable and temperature sensitive goods will be transported provided that the shipper accepts that the risk of loss, damage or delay is the shipper's.

3.2 Refusal and Suspension of Carriage

(i) If it comes to the attention of UPS that any shipment does not meet any of the above restrictions or conditions or that any COD amount stated on a COD waybill exceeds the limits specified in paragraph 3.1, UPS may refuse to transport the relevant shipment (or any relevant part thereof) and, if carriage is in progress, UPS may suspend carriage and hold the shipment (or any relevant part thereof) to the shipper's order.

(ii) UPS may also suspend carriage if it cannot effect delivery, if the receiver refuses to accept delivery, if it is unable to effect delivery because of an incorrect address (having used all reasonable means to find the correct address) or because the correct address is found to be in a country from which the return on the Waybill or if it cannot collect amounts due from the receiver on delivery.

(iii) Where UPS is entitled to suspend carriage of a shipment (or any relevant part thereof), it is also entitled to return it to the shipper at its own discretion.

The shipper may make and/or indemnify UPS for any reasonable costs and expenses (including storage), incurred by UPS, any losses, taxes and customs duties UPS may incur and all claims made against UPS because (i) the shipment does not meet any of the restrictions, conditions or requirements in paragraphs 3.1 above, (ii) any refusal or suspension of carriage or return of a shipment (or part thereof) by UPS which is a made by this paragraph 3.1 or (iii) a failure by the shipper to comply with any of the terms, if the return of a shipment (or part thereof), the shipper will also be responsible for paying all applicable charges calculated in accordance with the prevailing commercial rates of UPS.

3.3 If the shipper tenders to UPS a shipment which fails to comply with any of the restrictions or conditions in paragraph 3.1 above without UPS express written consent, UPS will not meet any loss however arising which the shipper may suffer in connection with the carriage by UPS of such shipment (whether of fault that failure has caused or contributed to the loss and notwithstanding any negligence on the part of UPS or its employees, contractors or representatives) and if UPS does suspend carriage for a reason allowed by these terms, the shipper shall not be entitled to any refund on the carriage charges it has paid. UPS may bring a claim in respect of such non-compliance.

3.4 If, having suspended carriage of a shipment (or any relevant part thereof) in accordance with these provisions, UPS is unable within a reasonable time to claim the shipper's instructions on its disposition or to identify the shipper or any other person entitled to the goods (having previously opened the shipment), UPS shall be entitled to destroy or sell the shipment (or any relevant part thereof), at its absolute discretion. The proceeds of any such sale shall first be applied to any charges, costs or expenses (including storage) subsisting in respect of the shipment or otherwise from the shipper concerned. Any balance shall be held on the shipper's account.

3.5 Unless prohibited by law, UPS reserves the right, but is not obliged, to open and inspect, or scan by means of X-ray, any shipment tendered (or ii) for transportation at any time.

4. Customs Clearance

When the shipment requires customs clearance, it is the shipper's obligation to provide, or to ensure that the receiver will provide, UPS with complete and accurate documentation for the purpose but UPS will, unless instructed otherwise, act on behalf, at the expense of, and at the risk of, the shipper in obtaining customs clearance. Provided that, in the case of shipments whose ports of dispatch and destination are both within the same customs area, UPS only performs customs clearance if instructed to do so. The shipper also agrees that UPS may be considered as being the receiver of the package or the shipment for the sole purpose of appointing a customs broker to carry out any customs clearance matter as allowed by law.

5. Payment

5.1 The rates for carriage and other services are set out in the Guide and, unless paid before shipment, all charges must be paid within 7 days of receipt of invoice or within such other period as the shipper may have agreed in writing with UPS. UPS may verify the actual and/or dimensional weight of shipments and, if greater than the declared weight, invoice on such weights.

5.2 If (a) UPS is required to pay any taxes, duties or levies on behalf of the shipper; receiver or a third party, (b) the selected billing option indicating that the receiver or a third party should pay any charges, or (c) any taxes, duties, penalties, charges or expenses are imposed, rightly or wrongly by government authorities, incurred by UPS due to any circumstances, including any failure by the shipper or the receiver to provide correct information or documentation or any permits or licences required in connection with carriage, the shipper shall be jointly and severally liable to UPS with the receiver and such third parties for such amounts. In each case where the selected billing option indicating payment is to be charged, at first, to the receiver or any third party, UPS will settle any dispute or claim against the shipper contractual liability (for payment), first demand payment of the relevant amount from the receiver and/or the third party. If the amount in question is not immediately paid to UPS in full by any of the above parties, the amount will be paid by the shipper on demand, and, if any other details, the shipper hereby undertakes to pay the mentioned amounts to UPS at first request. UPS shall not be obliged to separately file a claim against the shipper or receiver (or third party) for payment. In case of doubt, the burden of proving that the amount has been paid lies on the shipper.

5.3 Any amount payable to UPS which is overdue will bear interest at the rate specified on the invoice from the due date to the date UPS receives payment. In addition, UPS reserves the right to charge a late payment administration fee at a maximum of GBP 45 (EUR 40 in Eire and Finland, DKK 100 in Denmark, NOK 59 in Norway and SEK 50 in Sweden) per invoice.

5.4 If any amount is not paid by the shipper, receiver or some other party under these terms, UPS may hold any shipments it is carrying (or part thereof) until it receives payment in full or may sell them and use the proceeds to make good the debt it is in accordance with applicable local law. Any unpaid balance will remain payable.

5.5 UPS's refusal to carry a shipment set out in the Guide are calculated only for the carriage of shipments which do not exceed the amounts set out in paragraph 3.1(ii) (or applicable value, if lower). In the event that UPS becomes aware that has passed a shipment which, without UPS express written consent, exceeds this value, then, in addition to the otherwise applicable rates and charges and any other remedies under these terms, an additional charge equivalent to 5% of the value of the shipment in excess of the relevant amount set out in paragraph 3.1(ii) is applicable.
6. Interruption of Service
If UPS is unable to deliver a shipment or continue with carriage of the shipper’s shipment for a reason beyond its control, UPS will not be in breach of its agreement with the shipper but will take all steps that are reasonably practicable in the circumstances to continue or commence the carriage. Examples of events beyond UPS’s control are disruption to or in ground transportation due to bad weather, fire, flood, war, civil unrest, acts of government or other authorities (including, without limitation, customs, labor disputes or obliterations affecting UPS or any other party, delays in customs clearance and/or delays or other issues arising out of or otherwise related to the UK ceasing to be a member of the EU.

7. Money Back Guarantee
For certain destinations and services, UPS offers a money back guarantee on the shipping charges. Details of its applicability, terms and conditions and of the corresponding delivery and latest pick-up time for the relevant service and destination are set out in the Guide and on the UPS website (www.ups.com), each as at the time the goods are accepted for carriage, and can also be confirmed by contacting the shipper’s local UPS call centre. For the avoidance of doubt, the liability of UPS under the money back guarantee is limited to the above and the guarantee does not otherwise constitute any form of undertaking or representation that the shipment will arrive by any particular time.

8. Collect on Delivery (COD)
For certain destinations and services as advised by the local UPS call centre, UPS offers a COD service on payment of an additional charge as set out in the Guide. If the shipper makes use of this service, subject to minimum charges set out below (including those relating to currency conversion) UPS will collect on behalf of the shipper the COD amount stated on the Waybill. This service is not available for parcels.

COD amounts must be specified on the Waybill in either EUR or, if different, the currency of the destination. Where any of the COD amounts specified on the Waybill, collected from the receiver and/or paid to the shipper are in different currencies from each other, the conversion(s) will be made at such exchange rate(s) as UPS may reasonably determine.

UPS does not accept responsibility for any currency exchange risks.

8.1 Cash COD – Where UPS is instructed on the Waybill in accordance with applicable UPS guidelines to accept cash only, UPS will collect only cash, in the currency of the country of destination. Where cash is collected, the maximum amount collectible in that form on behalf of a shipper shall be the local currency equivalent of USD 3,500 per receiver per day. Notwithstanding the previous, the amount collectible in cash on behalf of a shipper from receivers located in the following countries for COD shipments may not exceed the respective amounts per receiver per day: Belgium: EUR 3,000; Spain: EUR 2,400; Greece: EUR 560; Portugal: EUR 1,000; Italy: EUR 2,999; France: EUR 1,000; Romania: RON 10,000 for individuals, RON 5,000 for legal entities, Sweden: SEK 3,000; Poland: 15,000 PLN. If the shipper specifies a COD amount that exceeds these limits, UPS will automatically be entitled to accept cheques for the whole or any part of that amount. Further limitations may apply in some countries from time to time, details of such limitations will be set out either in the Guide or at the UPS Website (www.ups.com).

If the shipper specifies a COD amount that exceeds these limits, UPS will automatically be entitled to accept cheques for the whole or any part of that amount.

8.2 Cheque COD – If the Waybill does not clearly (and in accordance with applicable UPS guidelines) instruct UPS to accept only cash, UPS may accept payment either in cash (subject to the restrictions in paragraph 8.1) or by any kind of cheque made out to the shipper that is recognised in the country of destination of the shipper. Where UPS accepts the maximum amount collectible in any form but not exceeding the equivalent of USD 5,000 per package (or other applicable value, if lower), Where UPS is permitted to accept a cheque, it may collect a cheque denominated in either EUR or, if different, the local currency of the country of destination.

8.3 Payment of Collected COD Amounts – Where UPS collects cash, UPS will pay to the shipper an equivalent amount in the local currency of the country where the shipment was presented to UPS for transportation. UPS may make such payments of COD amounts by either wire transfer to any bank account notified to UPS by the shipper or by issuing a cheque in favour of the shipper.

Any cheques in favour of the shipper, issued either by UPS as set out above or by the receiver and collected by UPS payment, UPS will not accept responsibility for any delay in clearing the cheque.

8.4 In the event of non-receipt by the shipper of COD amounts, the shipper must notify UPS in writing within 45 days of the date of delivery of the shipment concerned.

8.5 The shipper will indemnify UPS for all losses, expenses, and any claims made against UPS by the receiver or a third party, arising where UPS does not deliver a shipment because the receiver does not pay the COD amount in the appropriate form or refuses to accept the shipment.

8.6 The liability of UPS in respect of the amount to be collected shall not exceed either the applicable maximum amount collectible under these terms or the COD amount indicated on the Waybill, whichever is the lower. Further, the COD amount shall not in any event exceed the value of the goods at destination plus applicable carriage charges. For the avoidance of doubt, a COD amount does not constitute a declaration of a value for the purpose of paragraph 9.4 or otherwise and therefore shall not constitute declaration of a value for the purpose of paragraph 9.4 or otherwise and therefore shall not be a collectible to the shipper under paragraph 9.4.

9. Liability
9.1 Where the Warsaw or CMR Conventions or any national laws implementing or adopting these conventions apply (for convenience referred to as Convention Rules) or where (and to the extent that) other mandatory national law applies, the liability of UPS is governed by and will be limited according to the applicable rules.

(a) UPS will not accept liability for any loss, damage or delay to the goods themselves.
(b) UPS will not accept liability for any loss, damage or delay to the goods resulting from any cause or cause other than that specified in subsection 11.1 above.
(c) UPS will not accept liability for any loss, damage or delay to the goods consequent on the failure of UPS to observe or perform any of its obligations under the terms of this Agreement.
(d) UPS will not accept liability for any indirect or consequential loss or damage to the goods, for any loss of revenue resulting from loss of use, arising from any loss of or damage to a shipment (or part thereof), or any loss, damage or delay to a package or constituent part of a shipment, arising from any cause other than that specified in subsection 11.1 above.
(e) UPS will not accept liability for any loss, damage or delay to the goods resulting from any cause or cause other than that specified in subsection 11.1 above.
(f) UPS will not accept liability for any loss, damage or delay to the goods resulting from any cause or cause other than that specified in subsection 11.1 above.
(g) UPS will not accept liability for any loss, damage or delay to the goods resulting from any cause or cause other than that specified in subsection 11.1 above.
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u) UPS will not accept liability for any loss, damage or delay to the goods resulting from any cause or cause other than that specified in subsection 11.1 above.
v) UPS will not accept liability for any loss, damage or delay to the goods resulting from any cause or cause other than that specified in subsection 11.1 above.
w) UPS will not accept liability for any loss, damage or delay to the goods resulting from any cause or cause other than that specified in subsection 11.1 above.
x) UPS will not accept liability for any loss, damage or delay to the goods resulting from any cause or cause other than that specified in subsection 11.1 above.
y) UPS will not accept liability for any loss, damage or delay to the goods resulting from any cause or cause other than that specified in subsection 11.1 above.

11.2 Furthermore, the shipper warrants that it has duly informed the receiver that UPS may use the receiver’s personal data provided by the shipper in connection with any shipment, including in countries where the shipper’s personal data is required for performing the agreed shipment services to the receiver.

11.3 UPS has the right to process data provided by the shipper or receiver in connection with carriage by UPS, to transfer such data to other group companies and contractors of UPS, including in other countries which may not have the same level of data protection as the country where the shipment is presented to UPS, and to have it processed there for the benefit of the shipper, receiver and any third parties by whom such data is required for performing the agreed shipment services to the shipper.

UPS shall not affect the enforceability of any other part.

12.1 Claims Procedure – Description
All claims against UPS must be made in writing as soon as reasonably practicable in and in any event within 14 days of receipt in the case of damage (including partial loss of a shipment) and in the case of loss within 60 days of the goods being conveyed with UPS for carriage. In addition, all claims against UPS in connection with any shipment shall be presented and barred by expiration of time, unless legal proceedings are brought and written notice of them is given to UPS within eight months after delivery of the goods concerned or, in the case of non-delivery, within eight months from the scheduled date for delivery. This period shall not affect any rights the shipper may have under Convention Rules or other mandatory national laws.

13. Entire Agreement & Severability
It is the intention of UPS that all the terms of the contract between it and the shipper are contained in this document and in the Guide. If the shipper wishes to rely on any variation to these terms, it must ensure that it is recorded in writing and agreed by the shipper and on behalf of UPS before the shipment is accepted for carriage by UPS. If any part of these terms is not enforceable, this will not affect the enforceability of any other part.

14. Governing Law
These terms shall be governed by the laws of the country where the shipment is presented to UPS for carriage.