

Terms & Conditions for We Deliver

The Customer's attention is drawn in particular to the provisions of clause 29, which limits We Deliver's liability in certain circumstances.

1) **Interpretation**

- a) Words importing the singular include the plural and vice versa, words importing a gender include every gender and references to persons include bodies corporate or unincorporated.
- b) The words "such as", "for example", "including" and similar expressions are not used as nor are intended to be interpreted as words of limitation.

2) **Entire Agreement**

- a) These Terms & Conditions constitute the entire agreement between We Deliver and the Customer regarding the Services provided.

3) **Customer's obligations**

The Customer is obliged:

- a) to submit accurate information at the time of booking the Services on the We Deliver website, including in relation to the size, content or type of the Goods, the value of the Goods, the Customer's contact details and the address for delivery (if applicable).
- b) to pay the correct fee for the Services in accordance with the Rates.
- c) to pay directly to Customs all applicable taxes, levies or duties due in relation to the purchase and importation of the Goods. For the avoidance of doubt the Customer shall remain responsible for the payment of such taxes, levies or duties at all times and We Deliver shall have no liability to the Customer in connection with the same or for any fines or penalties or costs imposed or incurred by the Customer.
- d) in the case of Services comprising delivery to a delivery address in Jersey or Guernsey, to accept or arrange the acceptance of delivery of the Goods at the delivery address in Jersey or Guernsey provided by the Customer at the time of booking the Services; and
- e) in the case of Services consisting of delivery to the Warehouse only, to collect or arrange the collection of the Goods from the Warehouse (with appropriate identification documentation as defined below) within 7 days of We Deliver sending notification of the goods' arrival to the Customer using the email address provided by the Customer at the time of booking the Services.

4) **Right to refuse to Ship**

- a) We Deliver reserves the right to refuse to transport any item or Goods to Jersey or Guernsey at any time, at its absolute discretion, whether or not the Customer has paid a fee in respect of the Service.
- b) Where it does so, We Deliver will refund the fee the individual or company has paid upon making the order, if any.

- c) Where We Deliver rejects an order pursuant to this clause and the Goods have already or are subsequently delivered to the Poole warehouse, We Deliver will notify the Customer that the Goods are being held at the Poole warehouse.

5) Customer's indemnity for any loss or damage caused by the Goods

The Customer indemnifies We Deliver for any loss or damage suffered by We Deliver or loss or damage suffered by any third party for which We Deliver may be found liable (including claims, fines, penalties and legal costs awarded against it), where such loss or damage is caused by the Goods.

6) Customer's indemnity in respect of failure to pay taxes, duties or make correct declarations

- a) The Customer indemnifies We Deliver for any losses or costs (including legal costs) incurred by We Deliver or penalties or fines imposed against it, as a result of the Customer's failure to make a correct declaration to We Deliver or any authority or pay any applicable taxes, levies or duties due in relation to the purchase and importation of the Goods.
- b) The Customer warrants to We Deliver that the Goods and their transportation are legal and that, in storing and transporting the Goods between the UK and the Channel Islands as applicable, We Deliver will not be in breach of any law or regulation. The Customer shall indemnify We Deliver in respect of any loss, claims, demands, proceedings, fines, penalties, damages, costs and expenses (including any loss of or damage to the carrying vehicle and to other Goods carried) arising out of as a result of the Goods or their transportation being held to be illegal or in breach of any law or regulation.

7) Conditions upon which the Services will be provided

The Services will be provided on the following conditions:

- a) That the Goods are delivered to Poole warehouse by or on behalf of the Customer or the Retailer, as appropriate;
- b) That the Goods are suitably and correctly labelled with the Customer's We Deliver Identification/reference code and full name;
- c) That the Goods appear to be in good condition and suitably packaged for safe transport to Jersey or Guernsey upon arrival. If Goods or their packaging reasonably appear to We Deliver to be broken or damaged or inadequate We Deliver may notify the Customer and hold the goods at Poole warehouse for collection by or on behalf of the Customer or the Retailer;
- d) The provision of complete and accurate information by the Customer at the time of making the booking.
- e) Goods by Friday available for collection/delivery from following Thursday pending Customs clearance.
- f) Goods are paid in full. For Customer's opting to pay on arrival for their goods, the goods must be paid in full before they are able to be dispatched from Poole warehouse to be released on delivery by the warehouse. Goods not paid in full will be held at Poole warehouse until payment is complete by the Customer.
- i. If the Customer fails to pay in full for their Goods, within 14 days of We Deliver's first sending notification to the Customer that the Goods are being held at the Poole warehouse, We Deliver shall be entitled in its absolute

discretion to arrange for the collection of the Goods by the Retailer or destroy the Goods without further liability to the Customer in respect of the Goods or their value and may off-set any proceeds against any associated administrative and other costs.

8) Cancellation of an order

- a) The Customer may cancel an order for the Services, by clicking the "cancel" option on the We Deliver website, at any time until the Goods are received into the Poole warehouse.
- b) Where the Customer cancels an order in accordance with this clause the Goods will be rejected by We Deliver on arrival into the Poole warehouse.

9) Delivery Service: Where Delivery of Goods Poses a Risk of Injury or Damage to Property

- a) Where the Customer has purchased the Delivery Service and We Deliver, in its absolute discretion, considers that to deliver Goods to the delivery address provided by the Customer at the time of booking, would pose a risk of injury to any person (including We Deliver's employees or agents) or damage to property (whether the Customer's, We Deliver's or a third party's) We Deliver may refuse to deliver Goods to the delivery address.
- b) For the avoidance of doubt, in the circumstances described in clause 9)a. above, the Customer will not be entitled to any refund in whole or part of the fee the Customer has paid in respect of the Services.
- c) In such circumstances, We Deliver may, at its discretion, offer to deliver the Goods to the place which We Deliver's employees or agents seeking to effect the delivery consider to be the closest point to the delivery address at which delivery would not pose a risk of injury to any person or damage to property, along with an excess charge of £20 to attach a 'Dangerous Goods Notice'.
- d) Alternatively at its absolute discretion, We Deliver will retain the Goods at or return the Goods to the Warehouse.

10) Right to retain undeliverable Goods

- a) Where We Deliver is unable to deliver the Goods for any reason (including in the circumstances described in clause 9 above, or because an inaccurate delivery address was provided by the Customer at the time of placing an order, or because there is no-one to take delivery at the delivery address or We Deliver is unable to comply with any Special Instructions) We Deliver will retain the Goods at the Warehouse and will attempt to notify the Customer using the contact information provided by the Customer at the time of booking the Services.
- b) We Deliver will not in any circumstance return Goods to Poole warehouse for failed attempts in delivery, damaged goods in transit or any other scenario including returned goods. This is due to customs payment and refund complications.

11) Identification required upon collection of Goods from the Warehouse

Where the Customer collects or arranges collection of the Goods from the Warehouse, We Deliver shall be entitled to refuse to allow collection until the Customer or the person collecting the Goods on his or her behalf produces official photographic identification documentation as reasonably required by We Deliver.

12) Delivery Service: No right to refuse to take delivery of Goods

The Customer has no right to refuse to take delivery of the Goods. We Deliver is not obliged to accept the return of any Goods, to remove any Goods, or to store any Goods at the point of or after delivery.

13) Return Service at time of delivery

- a) We Deliver cannot return Goods to Poole warehouse under any circumstance. For example, the Goods are unwanted, and the Customer wishes to return them to the Retailer, if there have been multiple failed attempts in delivery and the customer cannot be reached or if goods are damaged in transit.

14) Reclaim of VAT

On request from the Customer, We Deliver will provide the Customer (Customs entry only in Jersey) with proof of export in respect of the Goods transported by We Deliver pursuant to the order. However, the Customer acknowledges that the Retailer is not under any legal obligation to refund VAT to the Customer in such circumstances and the Customer acknowledges that We Deliver does not warrant that use of the documents provided will lead to the successful reclaim of VAT from the Retailer. We Deliver has no liability to the Customer in respect of the use of the documents provided and/or for any failure of the Customer to successfully reclaim VAT.

15) Payment of Customs duties and GST

- a) The Customer is responsible for providing the correct information as to the value of the Goods at the time of placing an order, including for the purposes of calculation of the Customs duties and/or GST payable. The value of the Goods stated by the Customer does not include any packaging, freight or transport costs charged by the Retailer or other party transporting the Goods to the Poole warehouse
- b) All Costs attributed to duties and GST are payable directly to the relevant customs authority.
- c) Where goods are imported from outside the UK to the We Deliver address, the original country of export must be declared and the relevant commodity code must also be supplied. It is the Customer's responsibility to supply We Deliver with this information. Failure to declare this information correctly may result in the good's being held by the relevant customs authority.
 - i. Please follow the link for relevant information regarding commodity codes. [Check how to import or export goods - GOV.UK \(www.gov.uk\)](http://www.gov.uk)
- d) The Customer shall indemnify We Deliver in respect of any loss, claims, demands, proceedings, fines, penalties, damages, costs and expenses arising out of the Customer's failure to declare the correct value of the Goods.
- e) The Customer acknowledges that the Goods may be retained by Customs or the Services otherwise delayed as a result of the actions or requirements of Customs and that We Deliver shall not be liable for such a delay.

16) Goods on which GST is not payable

In respect of the importation of Goods on which GST is not payable (for example because the Goods are subject to relief from GST) or is not payable at the time of importation, Customers will need to query these issues with Customs themselves. We Deliver have no control over the rates payable to Customs.

17) GST on replacement Goods and returned Goods

We Deliver is unable to return items to the Poole warehouse once delivered. Where the Customer procures or the Retailer sends replacement Goods, and these are transported using the Services, it is regrettable that GST will be payable again by the Customer in respect of the replacement Goods. Any attempt to reclaim the GST on either instance of importation must be made by the Customer directly to Jersey Customs.

18) Fees

- a) The Customer recognises that the calculation of the fees paid by the Customer at the time of booking the Services is based, in part, on information furnished to We Deliver by the Customer and shall not in any event be deemed to be a contractual commitment on the part of We Deliver as to the eventual fees payable in respect of the Services which shall be calculated in accordance with the Rates.
- b) Where, upon receipt of the Goods at the Poole warehouse, it transpires that any additional fees are payable by the Customer in respect of the Services, We Deliver will send notification of this to the Customer at the email address provided by the Customer at the time of booking the Services and will hold the Goods at the Poole warehouse until the balance due is paid.
- c) Without prejudice to the generality of clause 18) b. above, if the Customer has submitted the wrong information with regard to the size of the package containing the Goods which are to be transported, and has therefore paid the wrong fee for the Services, We Deliver will:
 - i. If the package containing the Goods is smaller than the Customer indicated at the time of placing the order, We Deliver will deliver the Goods as ordered by the Customer.
 - ii. If the package containing the Goods is bigger than the Customer indicated at the time of placing the order, retain the Goods and notify the Customer of the difference payable between the fee paid by the Customer at the time of placing the order and the correct fee payable in accordance with the Rates. We Deliver will send notification of this excess fee to the Customer at the email address provided by the Customer at the time of booking the Services. Once the balance due has been paid, We Deliver will deliver the Goods.
- d) If the Customer has submitted the wrong information with regard to the number of packages in which the Goods will be packaged and delivered by the Retailer, and has therefore paid the wrong fee for the Services, We Deliver will:
 - i. If the Goods arrive at the Poole warehouse in fewer packages than the Customer paid for at the time of placing the order, deliver the Goods as ordered by the Customer
 - ii. If the Goods arrive at the Poole warehouse in a greater number of packages than the Customer stated at the time of placing the order, retain the Goods and notify the Customer of the difference payable between the fee paid by the Customer at the time of placing the order and the correct fee payable in accordance with the Rates. We Deliver will send notification of this excess fee to the Customer at the email address provided by the Customer at the time of booking the Services. Once the balance due has been paid, We Deliver will deliver the Goods.
- e) In the circumstances referred to in clauses 18)b., 18)c.ii, and/or 18)d.ii, if the Customer fails to:

- i. pay the balance due; or
 - ii. If Customers no longer wish to have the Goods delivered they must arrange collection of the Goods from the Poole warehouse (with appropriate identification documentation as defined below). In this Circumstance the customer will not be refunded as the order is cancelled post-delivery to Poole warehouse, We Deliver may use the fee from the Customer's order to off-set any proceeds against any associated administrative, storage and other costs; within 14 days of a request for payment sent to the email address provided by the Customer at the time of booking the Services, We Deliver shall be entitled in its absolute discretion to arrange for the collection of the Goods by the ~~Chosen~~ Retailer or destroy or sell the Goods without further liability to the Customer in respect of the Goods or their value and may off-set any proceeds against any associated administrative and other costs.
- f) For Customer's opting to pay on arrival for their goods, the goods must be paid in full before they are able to be dispatched from Poole warehouse to be released on delivery by the warehouse. Goods not paid in full will be held at Poole warehouse until payment is complete by the Customer.
- i. If the Customer fails to pay in full for their Goods, within 14 days of We Deliver's first sending notification to the Customer that the Goods are being held at the Poole warehouse, We Deliver shall be entitled in its absolute discretion to arrange for the collection of the Goods by the Retailer or destroy the Goods without further liability to the Customer in respect of the Goods or their value and may off-set any proceeds against any associated administrative and other costs.

19) Right to subcontract

- a) We Deliver may subcontract any part or all of the provision of the Services to a third party.
- b) Performance of We Deliver's obligations under these Terms & Conditions by agents or subcontractors appointed by We Deliver and acting on its behalf shall constitute performance of such obligations by We Deliver.

20) Excepted Items and Dangerous Goods

- a) We Deliver does not accept Goods for carriage comprising or containing Excepted Items or Dangerous Goods (See attached list).
- b) Should the Customer or other person cause any Excepted Items or Dangerous Goods to pass into the custody of We Deliver or cause We Deliver to handle or deal with any such Excepted Items or Dangerous Goods We Deliver shall be under no liability whatsoever for or in connection with Excepted Items or Dangerous Goods, however arising – charge applies for re-packing.
- c) Where We Deliver discovers any Excepted Items or Dangerous Goods, such Goods may be separated, excluded from carriage, destroyed or otherwise disposed of or dealt with by We Deliver in any way without recompense or reference to the Customer and at the Customer's expense.
- d) The Customer shall indemnify We Deliver against any loss, claims, demands, proceedings, fines, penalties, damages, costs and expenses (including any loss of or damage to the carrying vehicle and to other Goods carried) arising out of the carriage, storage, destruction of, or other action taken in respect of Excepted

Items and/or Dangerous Goods, whether or not they were declared as such by the Customer.

- e) Any items which arrive damaged, arrive in an unworthy state or item packaging is damaged will be refused and We Deliver will not be held liable nor subject to sign for, on behalf of the customer, damaged goods.
- f) In the event that We Deliver receives an item(s) declared as Dangerous Goods and can by exception arrange onward delivery of the item, the shipment will be subject to a £20 surcharge for the submission of a DGN (Dangerous Goods Notice). This excess charge can be charged to the Customer at the point of ordering or charged post-delivery to Poole warehouse. Only when the item has been deemed safe to transport by the Poole warehouse operational management team, or if the customer has previously agreed with the We Deliver team that the dangerous good is safe to transport.

21) Prohibition on perishable goods

We Deliver does not accept Goods for carriage which consist of or contain perishable items. If We Deliver discovers that any Goods do contain such items, the Goods may be separated, excluded from carriage, destroyed, or otherwise disposed of or dealt with by We Deliver in any way without recompense or reference to the Customer and at the Customer's expense.

22) Right to open boxes and inspect Goods

- a) The Customer accepts that We Deliver and its subcontractors are entitled to open any box or packaging in order to inspect Goods for purposes relating to the Services including to identify the Goods, to ascertain whether all applicable duties and taxes have been paid in relation to the Goods and their transportation, to ascertain the condition of the Goods, and/or to ascertain whether the Goods contain Excluded Items or Dangerous Goods or are otherwise prohibited under these Terms & Conditions.
- b) We Deliver is not liable for any delay to the Services as a result of the discovery of any Goods which We Deliver or its subcontractors have reasonable grounds to consider are subject to unpaid duties and/or taxes, Excluded Items or Dangerous Goods or Goods otherwise prohibited under these Terms & Conditions.
- c) The Customer accepts that We Deliver and its subcontractors shall be entitled to inform, and/or pass Goods to, the relevant authority where they have reasonable grounds to consider that the transport of the Goods is in breach of any applicable law or regulation.

23) Warranties

- a) We Deliver warrants that, subject to these Terms & Conditions, We Deliver will use reasonable care and skill in the performance of the Services.
- b) All obligations under the warranties given under these Terms & Conditions are conditional upon performance by the Customer of its responsibilities hereunder.
- c) Except for the warranties expressly set out in these Terms & Conditions all other warranties and conditions, either express, implied by statute, common law or otherwise, or arising out of course of dealing or usage or trade, oral or written, with respect to the Services, including but not limited to, any warranty or condition of satisfactory quality or fitness for a particular purpose are hereby excluded to the maximum extent permitted by law.

24) Time frame for performance

We Deliver will use reasonable endeavours to transport and deliver the Goods within the timeframe notified to the Customer at the time of booking the Services or within a reasonable time thereafter. However, We Deliver shall not be liable to the Customer for any failure to transport or deliver the Goods within that timeframe which is provided to the Customer as an estimate only.

25) Force Majeure

- a) For the purposes of this clause, a Force Majeure Event means any cause affecting the performance of We Deliver's obligations arising from acts or events beyond its reasonable control including acts, omissions or regulations of the UK government, the States of Jersey, fire, flood, inclement weather, or any disaster or an industrial dispute affecting the provision of the Services. Any act or event will only be considered Force Majeure if it is not attributable to We Deliver's wilful act, neglect or failure to take reasonable precautions.
- b) We Deliver shall not be in breach of this Agreement or otherwise be liable to the Customer for any loss of any kind whatsoever whether directly or indirectly caused to or incurred by the Customer by reason of any failure or delay in performance of any of its obligations hereunder which is due to a Force Majeure Event.

26) Data Protection

We Deliver is registered in accordance with and complies with data protection legislation in Jersey. The information We Deliver gathers from the Customer shall be used by We Deliver for the purposes of providing the Service and for its own internal market analysis only. We Deliver's Privacy Policy sets out how We Deliver will collect and use the Customer's personal data.

27) Our Liability

- a) We Deliver will only pay costs which are incurred as a direct consequence of the event which led to the claim you are making under these terms. We Deliver will not be liable in any circumstances for the following types of loss:
 - i. economic losses such as loss of revenues, profits, contracts, business or anticipated savings; or
 - ii. loss of goodwill or reputation.
- b) We Deliver shall have no liability whatsoever for any loss to the Customer arising from any act or omission of City Pay or any other third-party payment services provider ("Third Parties (Rights Against Insurers) (Jersey) Law") in relation to the Customer's payment for the Services and the processing thereof where such Third Party Act is not a direct consequence of any act or omission of We Deliver.
- c) We Deliver shall have no liability for loss to the Customer as a result of fraud committed by any third party. For the avoidance of doubt, this clause does not exclude liability in respect of fraud committed by We Deliver.
- d) We Deliver shall not be liable for any loss or damage to the Goods which arises as a result of the Goods being:
 - i. packaged insufficiently for transport. For the avoidance of doubt the Services offered by We Deliver do not include packaging Goods; and/or
 - ii. addressed or labelled incorrectly or unclearly by or on behalf of the Retailer.
- e) Where it has:

- i. delivered the Goods to the delivery address in Jersey or Guernsey provided by the Customer at the time of booking the Services and: a. handed the Goods to any individual present at that address; or b. left the Goods in the designated "Safe Place" at the time of delivery; or c. complied with any "Special Instructions" provided by the Customer; or
 - ii. handed the goods to the Customer or a person who produces what We Deliver's staff reasonably believe to be official authorisation from the Customer or the Retailer or an agent of the same (as appropriate), at the Warehouse or at the Poole warehouse; We Deliver shall have no liability in respect of any alleged failure to deliver the Goods or in respect of allowing collection of the Goods.
- f) We Deliver's total liability otherwise under these Terms & Conditions or in connection with the provision of the Services for losses incurred by the Customer, whether in contract, tort, negligence or otherwise, shall not, in any event, exceed the lesser of:
 - i. the value of the Goods actually lost, mis-delivered or damaged; or
 - ii. a sum at the rate BIFA amounts per kilo of the gross weight of the Goods actually lost, mis-delivered or damaged, calculated as at the date when the We Deliver claim form is received by We Deliver; or
- g) If, at the time of any loss or damage to the Goods, the Customer is not the owner of such Goods, then We Deliver 's liability shall be to the Customer and not to the actual owner of the Goods and shall be limited in accordance with this clause 30.
- h) Each provision of this clause, excluding or limiting liability, shall be construed separately, applying and surviving even if for any reason one or other of these provisions is held inapplicable or unenforceable in any circumstances and shall remain in force indefinitely notwithstanding the expiry or termination of the contract between We Deliver and the Customer.
- i) Each provision of this clause, excluding or limiting liability, shall be construed separately, applying and surviving even if for any reason one or other of these provisions is held inapplicable or unenforceable in any circumstances and shall remain in force indefinitely notwithstanding the expiry or termination of the contract between We Deliver and the Customer.

28) Period of responsibility

- a) We Deliver shall only be responsible for Goods upon its acceptance of the Goods at the Poole warehouse by signing an acknowledgment of receipt and it shall be entitled to reject any Goods at the time of delivery to the Poole warehouse or at any time thereafter if We Deliver's staff reasonably believe that the Goods are faulty, damaged, dangerous, prohibited under these Terms or Conditions or not the subject of a contract with a Customer for the Services. For the avoidance of doubt, by accepting Goods at the Poole warehouse We Deliver is not accepting any liability for loss or damage to the goods which may have occurred prior to that acceptance.
- b) We Deliver shall cease to be responsible for Goods upon:
 - i. delivering the Goods to the delivery address in Jersey or Guernsey provided by the Customer at the time of booking the Services and:
 - ii. obtaining a signature of an individual present at that address; or b) leaving as agreed with photograph.

- iii. obtaining the signature of the Customer or a person who produces what We Deliver's staff reasonably believe to be official authorisation from the Customer or the Retailer or an agent of the same (as appropriate), at the Warehouse or at the Poole warehouse, upon collection of the Goods from the Warehouse or the Poole warehouse.
- c) For the avoidance of doubt We Deliver will not be liable for any theft of the Goods or loss or damage to or caused by the Goods occurring after We Deliver has ceased to be responsible for the Goods as provided above.

29) Limitation on actions

- a) Where the Goods have been delivered or collected from the Warehouse or the Poole warehouse in accordance with clause 29)b, We Deliver shall not be liable for any loss of or damage to the Goods unless the Customer notifies We Deliver of the loss or damage within 14 days of the later of:
 - i. delivery or collection of the Goods; or
 - ii. the first date on which the Customer could reasonably be expected to become aware of the loss or damage. Clause 29)a.ii is subject to the Customer notifying We Deliver of the loss or damage within 1 x day of delivery.
- b) Where We Deliver has failed to deliver the Goods or make the Goods available for collection at the Warehouse in accordance with clause 29)b, We Deliver shall not be liable for loss of or damage to the Goods unless the Customer notifies We Deliver of the loss within 1 week of the estimated time for delivery or collection provided to the Customer at the time of booking the Service.
- c) No action under any agreement between We Deliver and a Customer subject to these Terms & Conditions may be brought by either party more than 12 months after the cause of action has accrued.

30) Severability

Should any part of these Terms & Conditions for any reason be declared invalid by a court of competent jurisdiction, such determination shall not affect the validity of any remaining portion and such remaining portion shall remain in full force and effect as if the invalid portion of these Terms & Conditions had been eliminated.

31) Governing Law

These Terms & Conditions and your use of this site are governed by Jersey law. Disputes arising out of these Terms & Conditions shall be subject to the exclusive jurisdiction of the Jersey courts.

Definitions for this Document

Customer

An individual who purchases the Services by placing an order on the We Deliver website.

Dangerous Goods

Any Goods the carriage of which is governed by the European Agreement concerning the International Carriage Of Dangerous Goods By Road (ADR) or is classed as dangerous by the International Maritime Dangerous Goods (IMDG) or by the International Maritime Organisation (IMO) including but without limitation firearms,

shotguns and any Goods which are, in the opinion of We Deliver, noxious, dangerous, hazardous, inflammable, explosive or likely to cause damage or which, if they escaped from their packaging, would or might cause pollution of the environment or damage to human health. The expression "Goods likely to cause damage" includes Goods likely to harbour vermin or other pests, but this shall in no way limit the generality of the phrase.

Dangerous goods Notice (in this document referred to as "DGN")

£20 excess charge for items that are defined as Dangerous goods that have been stated as being stable enough to be transported and delivered through the We Deliver network. Items that require this notice are stated in Appendix 1. A DGN is required from the Supplier.

Delivery Service

The receipt of Goods into the Poole warehouse, transport of the Goods to Jersey or Guernsey (as requested by the Customer at the time of booking) and delivery of the Goods to the delivery address in Jersey or Guernsey provided by the Customer at the time of booking, subject to and in accordance with the Terms & Conditions.

Excepted Items

Categories of goods or elements contained within goods which We Deliver does not accept for carriage, as listed in Appendix 1.

Goods

The goods and package(s) which are the subject of the Services provided to the Customer.

GST

Goods and Services Tax.

Poole warehouse

The warehouse in the UK at which We Deliver will accept deliveries of Goods from or on behalf of a Retailer following the purchase of the Services by a Customer.

Retailer

The retailer from whom the Customer has purchased the Goods.

Safe Place

A location at the delivery address as registered with your local postal agent, which location is specified by the Customer as its chosen "Safe Place" or leave by request – picture taken.

Services

The Collection Only Service and/or the Delivery Service. These delivery services are determined by the Customer's Island of Residence. Jersey and Guernsey Customer's Goods are delivered on the Delivery service. Collection from office if requested.

Special Instructions

Instructions provided by the Customer at the time of placing an order, in relation to the delivery of the Goods at the delivery address provided by the Customer, with which the Customer wishes We Deliver to comply. For the avoidance of doubt We Deliver is not obliged to comply with the Special Instructions where it considers, in its absolute discretion, that it is inappropriate to do so.

Terms & Conditions

These terms & conditions as stated in this document.

Warehouse

Where Customer's Goods are received after being dispatched from Poole warehouse, ready to be collected (Victoria Quay or office by arrangement) or delivered to the Customer.

Website

The website at www.wedeliver.je

APPENDIX 1

Prohibited and Restricted Items

		UK	Inter-Island
ALCOHOLIC BEVERAGES AND LIQUIDS – greater than 70% (ABV)	Such as some whiskies, vodkas, spirits and liqueurs.	✗	✗
ALCOHOLIC BEVERAGES AND LIQUIDS – Less than 24% (ABV) and no greater than 70% (ABV)	Such as beer, wine, fortified wine, champagne, some whiskies, vodkas, spirits and liqueurs	✗	✓ BY ARRANGEMENT
AMMUNITION	Excluding lead pellets and other air gun and airsoft projectiles.	✗	✗
ASBESTOS		✗	✗
BATTERIES			
New Alkaline metal, nickel metal hydride (NiMH) or nickel cadmium (NiCd) including D, C, 9V, AA, AAA and AAAA alkaline batteries		✓	✓
New and used lithium ion and lithium polymer not contained in equipment – including mobile phone, digital camera and laptop batteries sent as replacements		✗	✗
Lithium ion/polymer sent with equipment – Rechargeable batteries sent with electronic devices, for example, including mains powered battery chargers but excluding battery packs		✓	✓
Lithium ion/polymer contained in equipment – Rechargeable batteries found in electronic devices for example		✓	✓
Lithium metal/alloy sent with equipment – Non-rechargeable batteries found in electronic devices for example.		✓	✓
Lithium metal/alloy contained in equipment – Non-rechargeable batteries found in electronic devices for example.		✓	✓
New wet, non-spillable – Sealed lead acid batteries, absorbed		✓	✓

glass mat and gel cell batteries for example.			
Wet spillable lead acid/lead alkaline – Car batteries for example		✗	✗
Lithium ion/polymer/metal/alloy when not sent with, or contained in/connected to an electronic device		✗	✗
BIOLOGICAL SUBSTANCES (Category B)	Diagnostic specimens including urine, blood, faeces and animal remains.	✗	✗
BLADED PRODUCTS -	Items with a sharp point or blade. Swords, axes and knives for example.	✗	✗
BOATS, CARS AND OTHER VEHICLES	Including motorbikes, small G0-Karts	✗	✓
COIN COLLECTIONS		✗	✗
CELLS/BATTERIES THAT ARE DEFECTIVE -		✗	✗
CLINICAL & MEDICAL WASTE -	Including contaminated dressings, bandages and needles	✗	✗
CORROSIVES -	Substances which can cause severe damage to living tissue, other freight or transport by its chemical action are prohibited (including dyes, acids, corrosive paint and rust removers, caustic soda, mercury and gallium metal).	✗	✗
COUNTERFEIT CURRENCY, BANK NOTES AND POSTAGE STAMPS	Prohibited except copies of old denominations, which are now obsolete and worthless except for collectable value and cannot be passed as tender.	✗	✗
CONTROLLED DRUGS AND NARCOTICS	Including cannabis, cocaine, heroin, LSD, opium and amyl nitrate	✗	✗
DRY ICE	UN1845 when used as a coolant for UN3373 or for other perishable items for example	✗	✗

ENDANGERED FLORA OR FAUNA			
ENVIRONMENTAL WASTE	Including used batteries and used engine oil	x	x
EXPLOSIVES	Including ammunition, blasting caps, Christmas cracker snaps, fireworks, flares, fuses, igniters, nitro-glycerine and party poppers.	x	x
FLAMMABLE LIQUIDS	Including acetone, benzene, cleaning compounds, lighter fuel, paint thinners and removers, petroleum, solvents, varnishes, enamels and nail varnish removers. This includes mixtures of liquids which emit a flammable vapour.	x	x
FLAMMABLE SOLIDS	Including adhesives, calcium carbide, cellulose nitrate products, fire lighters, matches, metallic magnesium, nitro-cellulose-based film, phosphorous, potassium, sodium, sodium hydride, zinc powder, zirconium hydride.	x	x
FROZEN GOODS	Including frozen or chilled foodstuffs	x	x
FROZEN WATER	Including packs of ice	x	x
GASES	Including flammable, non-flammable, toxic and compressed gases, new, used and empty gas cylinders, butane, ethane, refills for lighters, fire extinguishers and scuba tanks, life jackets, nitrogen dioxide and carbon dioxide canisters, culinary foaming devices and soda stream.	x	x

LIVE CREATURES	Live animals and reptiles	✘	✓ PETS BY ARRANGEMENT
OBSCENE PUBLICATIONS AND UNLAWFUL INDECENT IMAGES	Including obscene and extreme pornography, and indecent photographs or pseudo photographs of a child as detailed within Jersey law.	✘	✘
OXIDISING MATERIALS AND ORGANIC PEROXIDES	Including disinfectants, nitrates and hair dyes or colourants containing peroxide. Substances that may cause or contribute to combustion of other substances.	✘	✘
PERISHABLES	Including flowers, fresh fruit,	✘	✓
RADIOACTIVE MATERIALS AND SAMPLES	Classified as dangerous goods, such as luminous dials from aircraft	✘	✘
SHARP OBJECTS	Excludes knives prohibited under UK law and Bladed items. Gardening tools for example. Items must be packaged to ensure sharp edges and points do not pierce outer packaging.		
TOBACCO	All tobacco products	✘	✘
WASTE, DIRT, FILTH OR REFUSE	Including household waste and rubbish	✘	✘
WEAPONS	Including under Jersey law firearms (e.g. handguns, machine guns), CS gas and pepper sprays, flick knives, and other knives that are banned knives under ION laws, tasers and stun guns.	✘	✘