

# TERMS & CONDITIONS.

## eBay Delivery Powered by Shutl Terms and Conditions

### Introduction

Please read these Terms and Conditions (“Terms”) carefully before you submit your order to us. These Terms together with our Privacy Policy will apply to your use of and access to Services provided by us, Shutl Limited on eBay. All policies, including the [Privacy Policy \(https://www.shutl.com/uk/eBay/privacy-policy.html\)](https://www.shutl.com/uk/eBay/privacy-policy.html), are incorporated into these Terms. By proceeding with or continuing access to our Services and/or placing an Order with us, you agree to be bound by these Terms. Your use of eBay remains governed by eBay’s User Agreement, User Privacy Notice and the other site policies and guidelines on the eBay site in addition to these Terms.

## 1. Information about us

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### 1.1 Who we are

We are Shutl Limited, a company registered in England and Wales. Our company registration number is 06612384 and our registered office is at 5 New Street Square, London EC4A 3TW.

### 1.2 How do our services work?

You can purchase our Services for your transactions on eBay. Your contract is with us, Shutl. We provide a single customer service point of contact so please contact us directly if you have any question about the Services. Please note that these Terms only cover the Services we provide you via the eBay site and are different from the terms and conditions that apply to the services available elsewhere via Shutl's website or retailers.

### 1.3 Data privacy

Our collection, use, disclosure, retention and protection of your personal information is as described in our

[Privacy Policy \(https://www.shutl.com/uk/eBay/privacy-policy.html\)](https://www.shutl.com/uk/eBay/privacy-policy.html).

By ordering and/or using our Services through the eBay site, you agree to provide us certain personally identifiable information which may include your contact details and eBay listing and order information. You agree and acknowledge that such information may be passed by eBay to us, and we may share this information with the Parcel recipient, subcontractors, service providers or third parties (such as customs and revenue authorities) in connection with and/or relating to the Services. If we or any of our service providers or sub-contractors providing the Services have to contact you, we will do so by telephone, by email or by writing to you using the contact details you have provided.

## 2. Defined terms

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In these terms and conditions, we use the following defined terms:

**Carrier**

means our subcontractors or service providers who will facilitate the various and different kinds of Services;

**Consumer:**

means an individual acting for purposes which are wholly or mainly outside an individual's trade, business, craft or profession;

**Drop-off Location:**

means a location advised to you through the relevant link on the eBay site where you can drop-off a Parcel for delivery;

**eBay:**

means the entity that operates the eBay site;

**eBay site:**

means ebay.co.uk;

**Order:**

means an order for the purchase and printing of a label made by you through the eBay site;

**Parcel:**

means the item(s) to be transported from a valid address where the Services are available in the UK to the delivery address as requested by you in an Order;

**Prohibited Items:**

means item(s) that cannot be carried on any delivery service as set out in the list below;

**Services:**

means our delivery services provided to you via the eBay site including the printing of a Parcel label;

**Terms:**

these terms and conditions as shall be updated from time to time pursuant to the provisions herein;

**Working Day:**

means Monday to Friday, other than Saturdays, Sundays or Public Holidays, when banks in London are open for business.

### 3. Our contract with you

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When you submit and confirm your Order by purchasing a label for your Parcel(s) through the label printing flow on the eBay site, you commit to payment of all charges (including additional charges

) for the Services which will be payable once the relevant label is scanned by a Carrier. We will carry out the Services for you whilst these Terms are in force in return for the payment by you to us of the charges (including additional charges). By submitting and/or confirming an Order, you authorise us to arrange for a Carrier to perform all or part of your Order subject to these Terms. You must be 18 years old or over to use our Services.

## 4. Your Order

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### 4.1 To place an Order

You agree:

- a) to ensure that the information you supply in your Order is complete and accurate;
- b) your item will be collected at or delivered from an address or location in the UK;
- c) that the addressee is in a UK location which is served by the relevant Services;
- d) to co-operate with us in all matters relating to our provision of the Services;
- e) to provide us with access to your premises, office, accommodation and other facilities as reasonably required by us if any of these are to be the address for collection or delivery and be responsible for ensuring that the premises are free of hazardous materials and do not pose a health and safety risk to us or our couriers;
- f) to provide us with the information and materials we may reasonably require in order to supply the Services and ensure that such information is accurate; and
- g) that we shall not be required, and that you shall not cause us, to carry anything if it would be illegal or unlawful for us to do so or to perform Services for item(s) that is/are Prohibited Item(s).

### 4.2 Your Order number

We will assign a Shuti reference number for your Order. It will help us if you can tell us the Shuti reference number whenever you contact us about your Order.

## 5. Labels

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### 5.1 Your Label

Once you confirm an Order (by clicking the relevant "Confirm and Pay" button on the eBay site), you will receive a delivery label or a barcode through your eBay account. You agree to be responsible for ensuring that the label:

- a) information is correct;
- b) is printed in a visible format; and
- c) is securely attached to the Parcel.

We will not be liable for any late, missed or failed delivery of the Parcel caused by your failure to provide correct or accurate information or a firmly secured, or clear and unambiguous label.

### 5.2 Label charges

Charges for labels will be as set out in your Order.

[Additional charges](#)

may apply in certain circumstances. You are committed to payment of the charges (including additional charges) once you confirm your Order although charges will only become payable on scanning of your label. Each time you use a label, the charge will be added to your monthly Shutl invoice as set out in paragraph 8.4 below. If you have chosen to drop off your Parcel at a Drop-off Location, labels will become active once they are scanned at the Drop-off Location and you will become liable for the charges (and additional charges, if any). For print in store services your label will become active once the store assistant prints and scans the label from your barcode. For collection services, your label will become active on collection of the Parcel from your designated address.

### **5.3 Label expiry**

Each label is valid for use for 7 days from the time of your Order. You should arrange for your Parcel to be collected by us with the support of a Carrier, or dropped off at a Drop-off Location, within that time. If your label expires, you will need to place a new Order on eBay to use our Services. Regardless of the validity period, we recommend that you use the label to send your Parcel as soon as possible to help you secure positive eBay seller ratings.

### **5.4 Additional charges**

You may be liable for additional charges in certain circumstances when using our Services. Please see additional charges in paragraph 9 below.

## **6. Parcels**

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### **6.1 What size of parcel can I send?**

Your Parcel must comply with the size and weight limits which are shown when you select a delivery option at the time you place your Order. A failure to comply with these limits may result in delays, postponement or cancellation of the Services. You may also be liable for [additional charges](#)

### **6.2 Packaging**

It is your responsibility to ensure that sufficient packaging is used for Parcels. Please read our [Packaging Guidance](https://support.shutl.com/hc/en-gb/articles/360001373829-Packaging-your-item-). (<https://support.shutl.com/hc/en-gb/articles/360001373829-Packaging-your-item->).

We cannot accept any liability for the information contained in the link which is provided as guidance only.

### **6.3 Parcels that are inappropriately packaged**

We may not accept items for delivery which in the reasonable opinion of our Carriers are inappropriately packaged. Carriers may, in their sole discretion, decide to repack your Parcel to comply with certain requirements for which you may incur additional charges to cover the price of repackaging. Please note that Carriers are under no obligation to secure the safety of your package nor to carry out any repackaging. By using our Services you acknowledge in these circumstances that additional charges may be levied (see paragraph 9) or that your Parcel may be rejected. We shall not be liable or responsible for any damage caused to Parcels that are inappropriately packaged or are repackaged by Carriers as a result of their being inappropriately packaged.

## 6.4 Unsafe Parcels

If we consider that the Parcel has become unsafe and cannot be delivered because it is, or in our reasonable opinion is, likely to be hazardous or harmful we reserve the right to dispose of the Parcel immediately without advising you of this first.

## 6.5 Prohibited Items

Certain items are prohibited and cannot be sent by our Services. Please check your item against the

[Prohibited Items List \(https://support.shutl.com/hc/en-gb/articles/360001374429-Prohibited-Items\)](https://support.shutl.com/hc/en-gb/articles/360001374429-Prohibited-Items).

We reserve the right to deal with any Prohibited Items at our sole discretion without being liable in any way to you or the recipient of the Parcel containing the Prohibited Item. This also means that if the items are carried, they are carried without any compensation (at paragraph 11.3). We have the right to dispose of any Prohibited Items, in whole or in part, as we decide and reserve the right to charge you for any reasonable costs we incur in doing so. You agree that you will indemnify us against any losses and/or damage that we may suffer as a consequence.

## 6.6 No Compensation Items

Certain other items are carried without the protection of standard or enhanced compensation. We do not accept any liability for loss or damage to these items caused through the use of our Service. Please check your item against the list of

[No Compensation Items \(https://support.shutl.com/hc/en-gb/articles/360001381825-No-compensation-list-\)](https://support.shutl.com/hc/en-gb/articles/360001381825-No-compensation-list-).

# 7. Collection, Drop-off and Deliveries

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## 7.1 How long will my collection and delivery take?

At the time of your Order you will be advised of, in relation to:

- a) Collection or drop off – either the estimated collection window for your nominated pick up address or information on the Drop-off Locations in your area, as relevant.
- b) Delivery – the estimated transit time for your Parcel at the time of your Order.

Delivery and collection times cannot be guaranteed and are approximate only and time shall not be of the essence in the performance of Services.

## 7.2 Locations

Collection services are available for most UK locations. Drop-off Location locations are available at the addresses shown to you when you place your Order. Please contact Shutl Customer Services if your chosen Drop-off Location is unavailable so that we can discuss alternative options.

## 7.3 Your instructions

When you complete your Order, you will be invited to provide any relevant and reasonable instructions for our performing the Services you ordered. Although we will do our best to assist, please note that we are under no obligation to comply with these instructions and accept no

liability for failure to do so. Any additional instructions that you provide will be subject to these Terms at all times. Certain instructions that we accept and which necessitate a change to the Services may also incur additional charges

. We will not be liable to you if written instructions are given to leave goods in a "safe" location, or an alternative location of your choice, and the goods are subsequently lost or damaged. We are also not obliged to undertake long wait time in order to complete our Services nor be under any obligation to provide any equipment or labour which may be required for loading or unloading of a Parcel.

## **7.4 Tracking**

Once your label has been scanned, we will send you a link to track your delivery. If you do not receive this link, please contact Customer Services.

## **7.5 Collection and Drop-off**

You will be responsible for ensuring that the Parcel is:

- a) available to be collected by a courier on the scheduled collection date from the pickup address stated in your Order, and that you or a trusted representative are physically present at the time of collection; or
- b) dropped off in accordance with Parcel Shop requirements (which may vary between locations).

## **7.6 No evidence as to acceptance of Parcels**

If we do accept your Parcel for delivery, this is not evidence of the condition or correctness of the nature, quantity or weight of Parcel nor is it evidence that it is a Parcel that is compliant with these Terms.

## **7.7 Delivery**

Within 7 days of placing your Order, you shall print the label and attach it to your Parcel for usage, failing which the label will be invalid and you would have to re-place an Order on eBay. We will make up to three attempts to deliver a Parcel. Each attempt will be to deliver a Parcel to the address specified but not to an addressee in person. It is your duty to arrange with the addressee to ensure someone is available to receive and accept a Parcel if the Service you order requires an acknowledgement receipt. If our first attempt at delivery fails and we are required to deal further with the Parcel, you may incur additional charges in accordance with paragraph 9. You agree that we shall be authorised, using our reasonable discretion, to attempt to:

- a) deliver the Parcel to an alternative address close to the nominated delivery address;
- b) deliver the Parcel to what our courier reasonably deems to be a safe location at or near the delivery address including to a neighbour; or
- c) deliver the Parcel to a local Drop-off Location for your collection.

If these options are unavailable, we may return the Parcel to a local depot to await further delivery instructions.

We will leave information at the delivery address regarding which of these options has been undertaken. If, where it is required, the addressee does not contact us to arrange for the alternative delivery within 7 days, we will return the Parcel to you at your cost.

## **7.8 Proof of delivery**

Your Parcel is deemed delivered upon receipt by us of proof of delivery by signature in electronic or written form or by other evidence such as the Carrier's confirmation of delivery. Please note that signature upon delivery is not included in the standard delivery services. You may place an order for the "Proof of delivery" service when you book your delivery label.

## **8. Charges and Payment**

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### **8.1 Charges**

You agree to pay us the charges for the Services together with any additional charges

as may be payable in respect of the Services under these Terms. All amounts due to us will be paid in full without any deduction, set off or withholding, irrespective of the absence of or discrepancy on any acknowledgement receipt. The charges for the Services will be set out on eBay at the time we confirm your Order and we will send you a monthly invoice for these charges (as well as any applicable additional charges) as set out in paragraph 8.4. Our charges, as well as additional charges, will change from time to time as set out on eBay, but these price changes will not affect Orders that we have confirmed with you or that you have completed.

### **8.2 How you must pay**

To use our Services we require you to set up automatic payments with PayPal. The first time you use our Services you will be asked to set up a PayPal billing agreement with Shutl authorizing us to automatically deduct the invoice due amount from your PayPal account.

### **8.3 VAT**

Our charges and additional charges include VAT where applicable. If the rate of VAT changes between the date of the Order and the date of delivery or performances of the Services, we will adjust the amount which you have to pay accordingly, unless you have already settled the invoice in full before the change in the rate of VAT takes effect.

### **8.4 Invoices and when you must pay**

We will send invoices to you on a monthly basis. Such invoice shall reflect the labels for the Parcels that have been scanned and notified by our Carrier to us in the month preceding the invoice date together with any applicable additional charges. All invoices are payable by you within 15 days of the invoice date. We will automatically deduct the invoice due amount from your PayPal account 15 days after the invoice date as set out in paragraph 8.2 above.

### **8.5 We can charge interest if you pay late**

If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 5% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

### **8.6 We may decline to accept future orders for our services if you do not pay**

If you do not settle the invoices when they are due, without prejudice to paragraph 8.5 above, we may not accept Orders from you for new Services until you have paid us the outstanding amounts. We may seek the assistance of a third party collection agency if you do not pay on time. We will share your personal data in accordance with our

[Privacy Policy \(https://www.shutl.com/uk/ebay/privacy-policy\)](https://www.shutl.com/uk/ebay/privacy-policy).  
if we do so.

## **8.7 Other rights for late or non-payment**

For any outstanding invoices which are overdue, we may, without notice to you, hold, sell or dispose of any of your Parcels in our possession, including ones still in transit. If we sell your Parcel, we will apply the proceeds towards any reasonable costs including storage and selling the items, as well as towards any outstanding invoice balance due to us. If we do sell the item rather than disposing of it, after we have paid our costs and any outstanding invoice balance due to us we will pay any surplus money from the sale to you. You acknowledge that we shall have a general lien on the Parcels, any documents relating to the Parcels and on any other of your Parcels in our possession for all charges and additional charges or such amounts that are payable by you to us.

## **9. Additional Charges**

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### **9.1 How much are additional charges?**

You may be liable to pay us for additional costs we incur as a result your failure to comply with these Terms. These will vary depending on the circumstances. For example, failed deliveries might incur costs for Parcel return, storage or destruction. You may also incur additional charges if you fail to correctly package an item. Please see [additional charges. \(https://support.shutl.com/hc/en-gb/articles/360001374949-Additional-charges-\)](https://support.shutl.com/hc/en-gb/articles/360001374949-Additional-charges-).

### **9.2 How will you be invoiced for additional charges?**

We will include any additional charges on your monthly invoice as set out in paragraph 8.4 above.

## **10. Cancellation and refunds**

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### **10.1 Cancelling these terms**

These Terms may be terminated by either party in the following circumstances:

- a) by giving 1 month's notice to the other party if there is a breach of any of the obligations under these Terms and such is not remedied (as determined by the party not in default) within 14 days of a request from a non-defaulting party (where the situation is capable of resolution within that time);
- b) by your giving 1 month's notice if you have a legal right to end the contract because of our failure to meet any of our obligations;
- c) by our giving immediate notice for any of the reasons set out in paragraph 10.4 below;
- c) by giving 14 days' notice to the other, if either party is affected by an Event Outside Our Control which has continued for more than 30 days (see paragraph 13); or
- d) by giving 1 month's notice to the other if either party has become bankrupt or unable to pay its debt, or in the case of a company, has gone into liquidation other than for the purposes of



reconstruction or amalgamation or has an administrator or receiver appointed over the other party's property or income or make any deed or arrangements with or for the benefit of our creditors.

## **10.2 Cancelling drop-off and print in-store labels**

Drop-off and print in-store labels only become activated once scanned at the Drop-off Location so no active step to cancel is required before you drop off a Parcel. Once you drop off a Parcel, the label including the Services cannot be cancelled.

## **10.3 Cancelling collection labels**

You must cancel your Order by contacting Shutl Customer Services by email or phone by 8pm one working day before the scheduled collection window.

## **10.4 If we cannot accept your Order**

If we are unable to accept your Order, you will be informed. We may stop providing the Services, cancel an Order or terminate these Terms in accordance with paragraph 10 above, or at any time immediately without notice if we are of the reasonable opinion that you are in breach of paragraphs 6.4, 6.5, 6.6, 8, and/or 11.2 of these Terms. This may also occur, for example, because of a change in the applicable law or safety requirement or due to Events Outside Our Control (see paragraph 13). We also reserve the right to refuse to carry any Parcel(s) which are neither the property of, nor sent on behalf of, you. If we are required to cancel an Order, other than where necessitated by your failure to comply with your obligations under these Terms, we will provide you with a full refund.

# **11. Liability**

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## **11.1 Required by law**

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of any of your legal rights in relation to the Services which we cannot exclude under the law.

## **11.2 Failure to comply with your obligations**

If our performance of our obligations are prevented or delayed by your failure to comply with your obligations under these Terms:

- a) we will (without limiting our other rights or remedies) have the right to suspend performance of the Services until you remedy your failure to comply and, and we shall have the right to rely on your breach of these Terms if it prevents or delays our performance of any of our obligations;
- b) we will not be liable for any costs or losses that you may suffer that arise directly or indirectly from our failure or delay to perform any of our obligations; and
- c) you will reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from failure to comply with your obligations.

## **11.3 Compensation**

Subject to paragraph 11.1, and without prejudice to paragraphs 11.2, 11.4, 11.5 and 11.6, our total liability to you in respect of all losses arising under the contract, whether in contract, tort (including negligence) or otherwise, shall be the amount of enhanced compensation you may

have purchased plus label charges, or if no enhanced compensation is being purchased by you, the lesser of (a) the amount of standard compensation we offer for the specific type of Service or (b) the sale price of the items in a Parcel, plus label charges. Enhanced compensation means the additional compensation which covers the price of your item as sold on eBay site which you may have purchased at additional cost at the time when you placed an Order.

#### **11.4 Prohibited Items**

The items on the Prohibited Items List (<https://support.shutl.com/hc/en-gb/articles/360001374429-Prohibited-Items>) are prohibited and no level of compensation cover taken out by you will change whether these items will be allowed.

#### **11.5 Items on the No Compensation list**

No Compensation Items (<https://support.shutl.com/hc/en-gb/articles/360001381825-No-compensation-list->) are carried without compensation and at your own risk. We do not accept any liability for, loss, damage to or damage caused by any of the items on this list, whatsoever and howsoever damage is caused, whether in contract, breach of statutory duty, tort (including negligence) or otherwise.

#### **11.6 Limitations**

Subject to paragraph 11.1, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the contract for:

- a) any loss of profits, sales, business, or revenue;
- b) loss or corruption of data, information or software;
- c) loss of business opportunity;
- d) loss of anticipated savings;
- e) loss of goodwill; or
- f) any indirect or consequential loss.

#### **11.6 No representation, warranty etc.**

Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Services. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Services are suitable for your purposes.

## **12. Claims Process**

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### **12.1 How and when to make a claim**

Any claim for loss or damage of a Parcel must be made by submitting this claim form (<https://goo.gl/forms/cWS6TAxOeychNTvy2>), within 30 days of the date your Parcel was first scanned. If you do not, we will not be liable to you for it.

### **12.2 After you make a claim**

We may conduct any investigations we think are necessary to review your claim and may require certain proof or evidence from you in the process.

## **13. Events outside our control**

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### **13.1**

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms and/or an Order that is caused by an Event Outside Our Control. An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, theft, or failure of public or private telecommunications networks, suspension of any third party site, or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

### **13.2**

If an Event Outside Our Control takes place that affects the performance of our obligations under these Terms and/or an Order:

- a) we will contact you as soon as reasonably possible to notify you;
- b) our obligations under the contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new collection or delivery date with you after the Event Outside Our Control is over; and
- c) you may terminate the contract under the provisions of paragraph 10.1(c)

## **14. Our right to vary these terms**

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### **14.1 Amendments**

We may amend these Terms, including the FAQs, from time to time by publishing these Terms on the Shutl site at which time the changes will become effective immediately. If you continue to use the Services after the revised terms become effective, then you have accepted the changes to these Terms. Every time you order Services from us, the Terms in force at the time of your Order will apply.

## **15. Other important terms**

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### **15.1 Transfer of these terms**

We may transfer our rights and obligations under these Terms to another organisation, but this will not affect your rights or our obligations under these Terms. We will always notify you by posting this on the eBay site. You may only transfer your rights or your obligations under these

Terms to another person if we agree in writing.

## **15.2 Third party right**

The contract is between you and us. No other person shall have any rights under the Contracts (Rights of Third Party) Act to enforce any of its terms.

## **15.3 Severability**

Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or illegal, the remaining paragraphs will remain in full force and effect.

## **15.4 No waiver**

If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breach of any terms and conditions of these Terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.

## **15.5 Entire agreement**

These Terms and any document expressly referred to in them constitute the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

## **15.6 No reliance**

You acknowledge that in entering into a contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in them. You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this contract.

## **15.7 Consumer and governing law**

If you are a Consumer, please note that these Terms are governed by English law. This means a contract and any dispute or claim arising out of or in connection with it will be governed by laws of England & Wales. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

## **15.8 Business and governing law**

If you are a business, a contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. We both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a contract or its subject matter or formation (including non-contractual disputes or claims).