

These terms and conditions apply if you are paying to use Return Robin to return your Parcel to a Retailer. Return Robin is a trading name of Selazar Limited.

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1. DEFINITIONS

“Address” means the address of the Retailer that we will try to return the Parcel to.

“Additional Expenses” has the meaning given at clause 6.2 below.

“Charges” means the charges that you must pay for the Services.

“Contract” has the meaning given at clause 2.2 below.

“Data Protection Legislation” means all laws regulations and codes of practice applicable to the Processing of Personal Data pursuant to the Agreement including the GDPR.

“Delivered” means delivered to the Retailer at the Address.

“Delivery Estimate” means our estimate of the time within which we will return your Parcel to the Retailer, which we will give to you on our website.

“GDPR” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as applicable as of 25 May 2018, as may be amended from time to time.

“Goods” means any goods contained within a Parcel.

“Inadequately Packaged” means not packed or labelled in accordance with our packaging instructions, please see our FAQ page for information on how to adequately pack your return.

“Late Delivery” means when we fail to meet our Delivery Estimate by two days or more.

“Loss or Damage” means loss of or damage to a Parcel or Goods.

“Order” means your order for the Services.

“Parcel” means a package (and the Goods contained within it) that you give to us and we carry for you.

“Parcels that we do not accept for Carriage” means any Parcels weighing more than 30kg or which are bigger than the maximum volume we accept for carriage- please see our FAQs for further details.

“Personal Data” and "Process" or "Processing" or "Processed" is defined in the applicable Data Protection Legislation.

“Receipt” has the meaning set out at clause 4.1 below.

“Retailer” means the retailer the Parcel is addressed to or any other person who accepts the Parcel on the Retailer’s behalf at the Address.

“Services” means our carriage of a Parcel to the Address on your behalf.

“Your Data” means Personal Data provided to Us by You in connection with the Contract.

2. HOW THE RETURN ROBIN PAID FOR RETURNS SERVICE WORKS

- 2.1 Your Order, payment of the Charges and acceptance of these conditions is an offer by you to purchase the Services from us.
- 2.2 We will not have accepted your offer to purchase the Services until we have started to perform them, at which point a contract to provide the Services will be formed on the terms of your Order and these conditions (a “Contract”).

3. YOUR RESPONSIBILITIES

- 3.1 You must not supply to us any:
 - (a) Prohibited items;
 - (b) Parcels that we do not accept for Carriage; and/or
 - (c) Goods which are illegal or the carriage of which is illegal
- 3.2 It is your obligation to ensure that any Parcel that you supply to us is not a Parcel that we do not accept for Carriage by weighing it, measuring its dimensions and checking this against our Parcel requirements – see please see our FAQs for further details.
- 3.3 It is your responsibility to ensure that you have paid the appropriate Charges for any Parcels that you supply to us.
- 3.4 You must ensure that any Goods that you supply to us are properly packed and labelled in accordance with the Retailer’s instructions and the instructions we give to you on our FAQs section of the website.
- 3.5 You must not abuse any of our staff, subcontractors or agents and if you do we reserve the right to

refuse to undertake the Services.

4. RECEIPT OF PARCEL

4.1 Our website sets out the ways by which you can provide the Parcel to us:

(a) If a courier collects the Parcel from you, the Handheld Terminal signature relating to pick up shall demonstrate our receipt of the Parcel; or

4.2 All of the above methods which we use to acknowledge Receipt of Parcels shall not evidence:

(a) The condition of the Parcel;

(b) The contents of the Parcel;

(c) That it is not a Parcel that we do not accept for Carriage;

(d) That it does not contain Excluded Items; and/or

(e) That it does not contain Prohibited Items.

5. OUR PERFORMANCE OF THE SERVICES

5.1 We will not start our performance of the Services until you have provided the Parcel to us or we have collected the Parcel from you.

5.2 We may transport the Parcel to the Address by any means.

5.3 You accept that we do not have to perform the Services if you supply a Parcel and/or Goods to us which are:

(a) Prohibited Items;

(b) Parcels that we do not accept for Carriage; and/or

(c) Illegal or the carriage of which is illegal.

6. CHARGES

6.1 You agree to pay the correct Charges before you submit your Order, unless paid by the Retailer.

6.2 If when we perform the Services we have to pay any duty and/or taxes and/or levy or any other unusual expenses on your behalf ("Additional Expenses") then as soon as we notify you of these Additional Expenses you must repay them to us.

6.3 At any time prior to our acceptance of your Order, we may increase our Charges and/ or our charges for other services displayed on our website.

7. EXCLUSION OF RETURN ROBIN LIABILITY

7.1 We do not accept liability for Loss or Damage or Late Delivery where:

(a) The Parcel involved is a Parcel that we do not accept for Carriage;

- (b) The Goods or Parcels involved are Prohibited Items; and/or
 - (c) The Goods or Parcels involved are Excluded Items.
- 7.2 Where we do not accept liability, we will not pay compensation, therefore, we will not pay compensation if:
- (a) The Parcel involved is a Parcel that we do not accept for carriage;
 - (b) The Goods or Parcels involved are Prohibited Items; and/or
 - (c) The Goods or Parcels involved are Excluded Items.
- 7.3 We will not be liable to you nor pay you any compensation for Loss or Damage that is caused by:
- (a) Any latent or inherent defect in or natural deterioration of the Goods;
 - (b) Our failure to honour "package orientation" graphics (e.g. "UP" arrows, or "THIS END UP" markings);
 - (c) A Parcel being inadequately packaged, incorrectly addressed or accompanied by incomplete dispatch or customs documentation;
 - (d) Any kind of fraud or dishonesty, including where someone misrepresents his authority to receive a Parcel on the Retailer's behalf; or
 - (e) Your failure to pay the correct Charges.
- 7.4 As we cannot test whether any electrical or electronic equipment that you provide to us in a Parcel is functioning properly before we deliver it for you, we do not accept any liability for:
- (a) Any damage to electrical or electronic equipment; or
 - (b) Any loss of or damage to data on electrical or electronic equipment.
- 7.5 We will not be liable to you nor pay you any compensation for Late Delivery which is caused by:
- (a) A Parcel being inadequately packaged, incorrectly addressed or accompanied in incomplete dispatch or customer documentation
 - (b) Your failure to pay any duties and taxes; or
 - (c) Customs or other regulatory agencies.
- 7.6 We will also not be liable to you nor pay you any compensation for Loss or Damage or Late Delivery if you have breached any of your responsibilities.
- 7.7 We provide a tracking facility to allow you to monitor the progress of the Services and we may communicate with you to advise you when the item has been received by the retailer. These facilities are not part of the Contract and we are under no obligation to provide them. We also provide no warranties as to the accuracy of the tracking facility and it is provided on an "as is" basis and for indicative purposes only.

- 7.8 Nothing in these conditions affects your statutory rights nor limits or excludes our liability for:
- (a) Death or personal injury resulting from our negligence;
 - (b) Any damage or liability that you incur as a result of our fraud or fraudulent misrepresentation; or
 - (c) Any liability that you incur as a result of our breach of our obligations or any implied terms under any legislation including but, not limited to the Consumer Rights Directive 2015.

8. LIMIT OF RETURN ROBIN LIABILITY

- 8.1 Provided that no exclusion of liability set out in clause 7 applies and subject to clause 8.4, Return Robin' liability for each instance of Loss or Damage or anything else other than Late Delivery is limited to whichever is lesser of:
- (a) £25; or
 - (b) The value of the lost or damaged Goods (as we shall reasonably determine up to a maximum of the price you paid or were paid for the Goods).
- 8.2 Provided that no exclusion of liability set out in clause 7 applies, our liability for Late Delivery is limited to refunding the Charges.
- 8.3 The levels of compensation set out at clauses 8.1 and 8.2 above, shall be the full extent of our liability to you for Loss or Damage or Late Delivery.
- 8.4 We may agree with certain Retailers that our liability limit of £25 for Loss or Damage to Parcels caused by us, set out at clause 8.1(i) above can be increased to a higher amount. Your Retailer will notify you if this is the case within the documentation that you have received with your Parcel and we will honour this higher limit on liability (subject to the other relevant terms and conditions in this document).

9. CLAIM FOR COMPENSATION

- 9.1 Please read clauses 7 and 8 before you consider making a claim. If you believe you are entitled to compensation due to Loss, Damage or Late Delivery, you must notify us in writing of any claim within 14 days of the date of your Order. If you fail to do so, we will not be liable to you for it, except where you are able to prove that it was not possible for you to notify us of your claim in writing within this time limit.
- 9.2 When we receive your claim for compensation, we may require you to back up your claim by providing us with any relevant information about the relevant Parcel and/or Goods including without limitation:
- (a) Proof of the Parcel's dispatch
 - (b) Estimates for the cost of repair of the Goods.
 - (c) Proof of the value of the Goods.
 - (d) The cost price of the Goods and related proof including receipts.

- (e) Details of the weight, size, volume and nature of the Goods.
- (f) Any correspondence from the Retailer, which we request and which supports your claim.

9.3 In the case of alleged Damage, you must ensure that you provide to us photographic evidence of the Parcel, its packaging and the Goods.

9.4 We may make any investigations that we think are necessary to check out any claim.

10. YOUR INDEMNITY

10.1 You agree to indemnify us and keep us indemnified against any and all losses, damages, costs and expenses that we incur arising out of or in connection with:

- (a) Your breach of a contract
- (b) Any additional expenses
- (c) Any liability that we incur under Section 30(10) of the VAT Act 1994.

11. OUR RIGHT TO TERMINATE

11.1 We may terminate a Contract as soon as we give notice to you and not owe you anything if:

- (a) You breach any of these conditions or the conditions of a Contract;
- (b) We suspect you of fraud; and/or
- (c) You are or become involved in any kind of insolvency proceedings whatsoever.

12. EVENTS OUTSIDE OF OUR CONTROL

12.1 We will not be in breach of our obligations to you under a Contract or liable for any Loss, Damage, Late Delivery and/or anything else, if it is your fault, or results from something outside of our control, including (but not limited to), bad weather, traffic congestion, mechanical breakdown, obstruction of public or private highways, or industrial action, or the failure of our subcontractors.

13. INFORMATION ABOUT YOU

13.1 We are a data processor acting on your behalf and shall use Your Data in accordance with the provisions of this Contract and Your documented instructions and only where necessary to provide the Services and any improvements thereto including means of communicating with you for the purpose of effecting a successful delivery or collection and confirming the level of satisfaction you have with the Services ("the Purpose").

13.2 The subject matter and duration of the Processing of Your Data is set out in this Contract and the context and purpose for the Processing of Your Data is the Purpose.

13.3 You are the data subject. Your Data that we may Process is your name, addresses, email addresses, telephone numbers and associated information required for the Purpose.

- 13.4 We shall comply with and Process all of Your Data in accordance with applicable Data Protection Legislation.
- 13.5 We shall procure that our personnel and our sub-contractors are obligated to maintain the security and confidentiality of Your Data.
- 13.6 We shall at your option, delete (unless required to retain by GDPR) or return all copies of Your Data and cease Processing Your Data after the business purposes for which Your Data was Processed have been fulfilled, or earlier upon your written request.
- 13.7 We will not disclose Your Data outside of Us except: (i) as you direct (including as permitted under this Contract); or (ii) as required by Applicable Laws.
- 13.8 We have implemented and will maintain throughout the term of this Contract appropriate technical and organizational measures, internal controls and information security routines intended to protect your Data against accidental, unauthorized or unlawful access, disclosure, alteration, loss, or destruction. These shall at all times be of at least the minimum standard required by Data Protection Legislation and be of a standard no less than the standards compliant with good industry practice for the protection of Personal Data to ensure a level of security for your Data appropriate to the risk.
- 13.9 If we become aware of or reasonably suspects that any unauthorised access use or disclosure of your Data has occurred, we will without undue delay notify you of such incident.
- 13.10 You acknowledge and consent to us permitting sub-contractors to Process your Data strictly subject to the terms of this Contract.
- 13.11 You acknowledge that we have and may enter into agreements with sub-contractors to provide information technology services, back office customer support, software support and development services, analytics services and related support services to Us and this will involve the transfer of your Data outside of the European Economic area. You agree to such processing of your Data in accordance with paragraph 13.13.
- 13.12 Save as set out herein, or as You may otherwise authorise, We will not transfer to any third party Your Data.
- 13.13 To the extent that any Processing of Your Data by Us (or sub-contractor) pursuant to this Contract may involve the transfer of such of Your Data out of the country in which it is held, we (or any sub-contractor) shall only transfer your Data where the measures required under Data Protection Legislation are in place and remain valid.
- 13.14 Please see our Privacy policy on our website. www.returnrobin.com

14. GENERAL

- 14.1 We are not a common carrier and we will only provide the Services on these conditions.
- 14.2 When you submit your Order you provide your personal information to us. The way we process this personal information is set out in our Privacy Policy. By providing this information to us you confirm that you are happy for us to process your personal information in this way.
- 14.3 If you are not the owner of some or all of the Goods, you will be deemed to be the agent of the owner of those Goods.

- 14.4 We may subcontract the obligations that we owe to you. Our subcontractor will also be entitled to subcontract its obligations.
- 14.5 If at any time we have a claim against you and do not pursue that claim quickly, that does not mean the claim cannot be pursued when we are ready.
- 14.6 If a court says that part of a Contract is not enforceable in law that does not mean the rest of it is not.
- 14.7 When you place an Order and we accept it, neither of us has relied on anything the other has said or done, i.e. the Contract says it all.
- 14.8 If things go wrong and there is a dispute, English law will apply and the English Courts will have non-exclusive jurisdiction over the dispute.
- 14.9 Unless we agree in writing you cannot transfer your rights under a Contract to someone else.
- 14.10 When these Conditions refer to a piece of legislation, they refer to the latest version of it in force.
- 14.11 A Contract cannot be varied without our written consent. Our subcontractors are not entitled to vary a Contract.

15. INFORMATION ABOUT US

- 15.1 Robin is the trading name of Return Robin Parcelnet Limited a company registered in England with company number 03900782 and VAT number 557 145 237.