



SELENA

Terms and Conditions of Carriage

Boutique courier, white-glove logistics and time-critical delivery services

Provider	Selena Courier Service Ltd ("Selena", "we", "us" or "our")
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Important

These Terms apply to each booking. The quotation or booking confirmation states the service, price, collection window, delivery objective and any special conditions. Please read the liability, excluded goods, cancellation and claims clauses carefully.

1. About these Terms and contract formation

- 1.1 These Terms govern every service supplied by Selena unless we expressly agree different written terms. A quotation, service schedule, account agreement or booking confirmation forms part of the contract and, together with these Terms, is the "Contract".
- 1.2 A booking is an offer by the Customer to purchase the stated service. The Contract is formed when we issue written confirmation, allocate a courier or begin performance, whichever occurs first. An automated acknowledgement is not necessarily acceptance.
- 1.3 The person placing a booking confirms that they are authorised to contract for the Customer and, where relevant, for the owner of the Consignment. The Customer is responsible for the accuracy and completeness of all instructions.
- 1.4 If documents conflict, the following order applies: (a) a signed account or service agreement; (b) the booking confirmation or quotation; (c) these Terms; and (d) any non-contractual website description.
- 1.5 If the Customer is a Consumer, mandatory consumer law applies and nothing in these Terms reduces those rights. Clauses stated to apply only to Business Customers do not apply to Consumers.

2. Definitions

Business Customer: a person acting wholly or mainly for purposes relating to their trade, business, craft or profession.

Consumer: an individual acting wholly or mainly outside their trade, business, craft or profession.

Consignment: all items accepted under one booking, whether packed as one or several pieces.

Declared Value: the replacement value declared by the Customer and accepted by us in writing before collection.

Delivery Objective: the estimated time or window stated in the booking confirmation; it is not a guaranteed deadline unless expressly identified as guaranteed.

Excluded Goods: the goods listed in clause 8.1.

Restricted Goods: goods accepted only with our prior written approval and any stated conditions.



Services: courier, same-day, urgent, premium direct, multi-drop, dedicated vehicle, man-and-van, white-glove handling and related logistics services supplied by us.

3. Our service commitment

- 3.1 We will perform the Services with reasonable care and skill. We will use appropriately briefed personnel and reasonable operational controls suited to the booked service.
- 3.2 Premium, direct or dedicated service means the vehicle or courier is allocated in accordance with the booking confirmation. It does not make time of the essence or create a guarantee unless the booking confirmation expressly states “guaranteed”.
- 3.3 We will use reasonable efforts to meet every Delivery Objective and to provide proportionate updates where a material issue arises. Collection and delivery times remain subject to access, recipient availability, traffic, road closures, security procedures, weather and other operational conditions.
- 3.4 Proof of delivery may include a name, signature, photograph, timestamp, GPS record, email, message or other reasonable evidence. A digital record is evidence of collection, attempted delivery or delivery unless shown to be materially inaccurate.
- 3.5 We may decline, pause or stop a Service where continuing would be unsafe, unlawful, contrary to sanctions, inconsistent with the declared contents, or materially different from the booked scope.

4. Customer instructions and booking information

- 4.1 The Customer must provide accurate collection and delivery addresses, contact details, access instructions, opening hours, item count, dimensions, weight, contents, fragility, value, required vehicle and any deadline or special handling requirement.
- 4.2 The Customer must disclose before booking any circumstance requiring controlled temperature, identity checking, confidentiality protocol, chain of custody, two-person handling, security clearance, specialist equipment, customs formalities or compliance with an industry-specific standard.
- 4.3 We may rely on instructions from the booking contact, collection contact, delivery contact or another person who reasonably appears authorised. Changes after acceptance may affect price and timing and are binding only when accepted by us.
- 4.4 If the actual Consignment, access conditions or requested work differ materially from the booking information, we may revise the price, vehicle, timing or method, or decline the work. The Customer remains liable for costs reasonably incurred.

5. Packaging, labelling and preparation

- 5.1 Unless packing is expressly included, the Customer is responsible for secure and suitable packaging, internal protection, sealing, labelling and preparation for the ordinary risks of the booked journey and handling method.
- 5.2 Fragile, high-value, temperature-sensitive, confidential or unusual items must be clearly identified and packed for their particular risks. “Fragile” labelling alone is not adequate packaging.
- 5.3 We may refuse visibly unsafe or inadequate packaging. If we agree to carry it, this does not amount to approval of the packaging and does not transfer responsibility for loss or damage caused by its inadequacy.
- 5.4 Where we provide packing or white-glove handling, our responsibility extends only to the activities expressly described in the booking confirmation.

6. Loading, unloading, access and property

- 6.1 The Customer must ensure safe, lawful and timely access, suitable parking or permits where reasonably required, and enough assistance and equipment for items that cannot safely be handled by the booked crew.
- 6.2 The Customer must disclose stairs, restricted lifts, long carries, loading restrictions, delicate surfaces and any need to move, dismantle, install or place items. Unless expressly booked, our obligation is collection from and delivery to the accessible threshold.

6.3 We may refuse any lift or movement that cannot be completed safely. Additional labour, waiting, parking, congestion, toll, ferry, customs, storage, redelivery and access costs may be charged where applicable.

6.4 The Customer should protect floors, walls and fixtures and identify pre-existing damage. We are not responsible for damage caused by undisclosed access risks, defective property or Customer-supplied equipment.

7. Ownership and authority

7.1 The Customer warrants that it owns the Consignment or has authority from the owner to enter into the Contract and accept these Terms.

7.2 The Customer will reimburse us for losses, liabilities and reasonable costs arising from a breach of clause 7.1 or from a third-party ownership claim, except to the extent caused by our negligence or breach of Contract.

8. Excluded and Restricted Goods

8.1 Unless acceptance is required by law, we do not carry: cash or cash equivalents; negotiable instruments; bullion or precious stones; firearms, ammunition or explosives; illegal or stolen goods; controlled drugs without lawful authority; waste requiring a permit; live animals; human remains; pornography prohibited by law; or any item whose carriage, possession or delivery would be unlawful.

8.2 The following are Restricted Goods and require prior written approval: jewellery and watches; fine art, antiques and collectibles; alcohol and tobacco; high-value electronics; passports and original identity documents; medical samples, medicines and healthcare products; perishable or temperature-sensitive goods; dangerous goods; unusually fragile items; and any Consignment valued above £5,000.

8.3 Approval may be subject to specialist packaging, documentation, a dedicated vehicle, identity checks, declared-value charges, an agreed liability limit or separate insurance. Silence or collection without informed approval is not approval.

8.4 The Customer is responsible for accurate classification, lawful possession, permits, safety data, packaging, marking and documentation. If prohibited, dangerous or misdeclared goods are tendered, we may isolate, return, surrender or, where reasonably necessary for safety or law, dispose of them. The Customer is responsible for the reasonable resulting costs, except to the extent caused by our breach.

9. Medical, confidential and regulated consignments

9.1 We do not provide clinical, laboratory, customs, legal or regulatory advice. The Customer must specify the required protocol and confirm that the Consignment is lawful and suitable for the booked service.

9.2 Medical specimens, medicines, legal papers, identity documents and other regulated or confidential items are accepted only for the service and controls stated in the booking confirmation. Any temperature, delivery, signature or chain-of-custody requirement must be expressly agreed.

9.3 Unless expressly agreed, we do not validate the contents of sealed packaging, monitor temperature continuously, determine clinical integrity or confirm legal service of documents.

10. Collection, transit and delivery

10.1 Our responsibility for the Consignment begins when it is physically accepted by us or our subcontractor and ends on delivery, authorised safe placement, return to the Customer, or transfer to an agreed third party.

10.2 We may choose the route and operational method unless the booking confirmation requires a dedicated route, vehicle or handling protocol.

10.3 Delivery may be made to the named recipient, reception, mailroom, goods-in staff, security, concierge or another person who reasonably appears authorised at the delivery address, unless the Customer has agreed a named-person-only or identity-checked service.

- 10.4** We will not leave a Consignment unattended unless authorised by the Customer or recipient. Where authorised, responsibility ends when the item is placed at the agreed location and recorded reasonably.
- 10.5** A refused or unavailable delivery may be returned, held, stored or redelivered at the Customer's cost. We will take reasonable steps to obtain instructions.

11. Delays, disruption and events outside reasonable control

- 11.1** We are not in breach for delay or failure caused by an event outside our reasonable control, including severe weather, accident, road closure, congestion, security incident, fire, flood, epidemic, civil emergency, strike, public transport disruption, government action, customs delay, telecommunications failure or failure of a third party not under our reasonable control.
- 11.2** We will use reasonable efforts to reduce the effect, communicate material disruption and resume performance. This clause does not excuse payment for Services already performed or costs reasonably incurred.
- 11.3** If an event continues and materially prevents performance, either party may cancel the affected part of the Service. Any refund will reflect work completed and unavoidable costs.

12. Charges, quotations and VAT

- 12.1** Charges are those in the accepted quotation, booking confirmation, account rate card or current written tariff. Unless stated otherwise, prices exclude VAT and third-party disbursements.
- 12.2** A quotation is based on the information supplied and remains open for the period stated. We may correct an obvious pricing error before performance and will give the Customer the choice to accept the corrected price or cancel without charge.
- 12.3** Additional charges may apply for waiting, changed scope, additional stops, returns, redelivery, storage, parking, tolls, congestion or clean-air zones, out-of-hours work, specialist equipment, extra labour, customs and third-party costs. We will obtain approval where reasonably practicable; urgent steps reasonably required to protect the Consignment or complete an authorised delivery may be charged without prior approval.
- 12.4** Waiting time and grace periods are stated in the booking confirmation or current tariff. Waiting caused by our own failure is not chargeable.

13. Payment

- 13.1** Unless an account agreement states otherwise, non-account and one-off Customers must pay cleared funds before collection. Approved Business Customers must pay invoices within 14 days of the invoice date, without set-off or deduction except where required by law.
- 13.2** A genuine invoice dispute must be notified promptly with reasons. The undisputed amount remains payable by its due date.
- 13.3** For Business Customers, we may charge statutory interest, fixed compensation and reasonable recovery costs available under the Late Payment of Commercial Debts (Interest) Act 1998. This does not apply to Consumers.
- 13.4** We may suspend credit facilities or future Services while sums are overdue. Suspension does not waive the debt or affect Services already performed.

14. Cancellation and rescheduling

- 14.1** Cancellation charges reflect capacity reserved, mobilisation and costs incurred. The applicable charge will be shown in the quotation, booking confirmation or current tariff.
- 14.2** Unless a different written cancellation schedule applies: (a) a same-day booking cancelled more than 30 minutes after confirmation may be charged up to 50%; (b) a booking cancelled within 15 minutes of the planned collection time, after courier arrival, or after transit begins may be charged up to 100%; (c) urgent, dedicated or specially resourced work may be charged up to 100% once resources have been

committed; and (d) man-and-van or project work cancelled less than 48 hours before commencement may be charged up to 50%.

14.3 A reschedule is treated as a cancellation where committed capacity cannot reasonably be redeployed. We will take reasonable steps to reduce avoidable loss.

14.4 For Consumers, any cancellation charge must be fair and proportionate and mandatory cancellation rights under clause 24 apply.

15. Standard of care and responsibility for loss or damage

15.1 We are responsible for physical loss of or damage to a Consignment only to the extent directly caused by our failure to exercise reasonable care and skill while it is in our custody.

15.2 We are not responsible to the extent loss or damage results from: inadequate packaging; inherent defect, wear, leakage, deterioration or perishability; inaccurate instructions or declaration; lawful inspection or seizure; latent damage; ordinary atmospheric or temperature variation where no controlled service was agreed; an act or omission of the Customer, owner, sender or recipient; or an event under clause 11.

15.3 For damaged goods, our liability will not exceed the reasonable cost of repair or, if repair is uneconomic, the lesser of replacement cost, market value immediately before loss, and the applicable liability limit. We do not pay for improvement or betterment.

16. Liability limits

16.1 Nothing in the Contract limits or excludes liability for: death or personal injury caused by negligence; fraud or fraudulent misrepresentation; deliberate misconduct; breach of terms that cannot lawfully be limited; or any other liability that the law does not permit us to exclude or limit.

16.2 Subject to clause 16.1, our maximum aggregate liability for physical loss of or damage to a Consignment is £5,000 per Consignment, unless a different limit is expressly agreed in writing before collection and any required charge is paid.

16.3 Declaring a value does not by itself increase our liability or mean that we insure the Consignment. The Customer is responsible for arranging its own insurance unless we expressly confirm separate cover in writing.

16.4 Subject to clause 16.1, our liability for delay is limited to the price paid for the affected Service, unless a higher remedy is expressly agreed for a guaranteed service.

16.5 For Business Customers only, subject to clause 16.1, we are not liable for loss of profit, revenue, business, contract, opportunity, anticipated saving, goodwill or reputation, or for indirect or consequential loss.

16.6 For Business Customers only, subject to clauses 16.1–16.5, our total liability arising from all other claims connected with a booking will not exceed the greater of £5,000 and 100% of the charges paid or payable for that booking.

16.7 The limits in this clause are intended to allocate risk in light of the Services and charges. If the Customer requires a higher limit, it must request and agree it before collection.

17. Customer responsibility and indemnity

17.1 The Customer is responsible for direct losses, liabilities and reasonable costs caused by its breach of the Contract, negligence, unlawful instructions, misdeclaration, unsafe goods or infringement of a third party's rights.

17.2 For Consumers, this clause applies only to losses that were reasonably foreseeable and caused by the Consumer's breach or negligence. Nothing requires a Customer to reimburse us for loss caused by our own negligence or breach.

18. Claims, evidence and time limits

18.1 The Customer must inspect the Consignment as soon as reasonably practicable and preserve the item, packaging, photographs, purchase evidence and other relevant records.



- 18.2** Visible loss or damage should be reported at delivery where practicable. Written notice of damage must be given within 7 days after delivery, and written notice of non-delivery within 14 days after the expected delivery date. The notice should identify the booking, item, loss and estimated value.
- 18.3** A detailed claim with supporting evidence should be supplied within 21 days after the first notice. We may reasonably inspect the goods and packaging before repair, replacement or disposal.
- 18.4** For Business Customers only, no legal proceedings may be brought more than 12 months after the date of delivery or, for non-delivery, the date delivery should reasonably have occurred. This clause does not apply where law prohibits that restriction.
- 18.5** Failure to meet a notification period does not automatically defeat a valid Consumer claim. For Business Customers, late notice may reduce or defeat a claim only to the extent it has materially prejudiced our ability to investigate or mitigate it, subject to applicable law.

19. Undeliverable goods, storage and disposal

- 19.1** If a Consignment cannot be delivered, we may return it or store it while seeking instructions. The Customer must pay reasonable return, storage and redelivery charges.
- 19.2** If the Customer fails to give workable instructions or collect goods after reasonable written notice, we may sell or dispose of them where lawful. We will act reasonably, account for net sale proceeds after amounts due and costs, and retain records of the action.
- 19.3** Perishable, dangerous or unsafe goods may be dealt with sooner where reasonably necessary. We will give notice where practicable.

20. Lien

- 20.1** For Business Customers only, we have a general lien over goods in our lawful possession for amounts due to us from that Customer. We may retain the goods until payment.
- 20.2** If payment remains outstanding after reasonable written notice, we may sell the retained goods where lawful and apply the net proceeds to the debt and reasonable sale and storage costs, accounting to the Customer for any balance.
- 20.3** This clause does not apply to a Consumer's goods except to the extent a lien arises by law and is exercised fairly.

21. Subcontractors and third parties

- 21.1** We may use vetted employees, agents, owner-drivers, partner couriers and other subcontractors to perform the Services. We remain responsible to the Customer for performance of the Contract, subject to its terms.
- 21.2** Our personnel and subcontractors may rely on the protections, exclusions and limits in the Contract to the same extent as us. We hold that benefit on their behalf.
- 21.3** Except under clause 21.2, a person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce it.

22. Confidentiality

- 22.1** Each party must keep confidential non-public commercial, operational and personal information received in connection with the Services and use it only to perform or receive the Services.
- 22.2** Disclosure is permitted to personnel, professional advisers, insurers and subcontractors who need the information and are subject to appropriate duties, and where required by law, court or regulator.
- 22.3** This clause does not apply to information already lawfully known, independently developed, public other than through breach, or lawfully received from a third party.

23. Data protection

- 23.1** Each party will comply with applicable UK data protection law. We process contact, address, delivery, tracking, communication and proof-of-delivery data as described in our Privacy Notice.

- 23.2** Depending on the activity, we may act as an independent controller or as a processor on the Customer's documented instructions. Where a separate data processing agreement is legally required, the parties will put one in place.
- 23.3** The Customer must provide delivery personal data lawfully and only to the extent necessary. The Customer remains responsible for the contents of sealed packages and for selecting a service appropriate to any confidential or special-category information contained in them.
- 23.4** We may share necessary data with couriers, subcontractors, technology providers, insurers, professional advisers and authorities for delivery, security, payment, legal compliance and claims handling, subject to appropriate safeguards.

24. Consumers: additional rights

- 24.1** Consumer Services will be performed with reasonable care and skill. Information we give about the Service that the Consumer takes into account may be binding where the law so provides.
- 24.2** For a distance or off-premises contract, a Consumer may have a 14-day right to cancel. If the Consumer asks us to begin during that period, the Consumer expressly requests early performance and must pay a proportionate amount for Services supplied before cancellation.
- 24.3** Where the Service is fully performed within the cancellation period, the Consumer acknowledges that the right to cancel may be lost only after an express request for early performance and acknowledgement of that consequence, as required by law.
- 24.4** Urgent collection requested for a date within the cancellation period is treated as a request to begin early, but we will obtain any express consent or acknowledgement required by law during booking.
- 24.5** Nothing in these Terms restricts statutory remedies available to a Consumer, including repeat performance, price reduction or damages where applicable.

25. Complaints and dispute resolution

- 25.1** Please send complaints to info@selenacourier.com with the booking reference and a clear description. We aim to acknowledge a complaint promptly and provide a substantive response within a reasonable time.
- 25.2** The parties will first try in good faith to resolve a dispute through management discussion. This does not prevent either party seeking urgent relief or using a statutory right.
- 25.3** We will provide Consumers with any legally required information about an applicable alternative dispute resolution body. Unless law requires otherwise, participation in ADR is voluntary.

26. General

- 26.1** Neither party may assign the Contract without the other's written consent, not to be unreasonably withheld or delayed, except that we may assign it as part of a genuine business transfer or to an affiliate able to perform it.
- 26.2** A waiver is effective only in writing and does not waive a later breach. If any provision is invalid or unenforceable, it will be modified to the minimum extent necessary or removed, and the remainder will continue.
- 26.3** The Contract is the entire agreement about the booking. A Business Customer confirms it has not relied on a statement not set out in the Contract, but nothing excludes fraud. This clause does not limit rights a Consumer has in relation to information about the Service.
- 26.4** We may update these Terms for future bookings by publishing or supplying a revised version. The version accepted when a booking is formed continues to apply to that booking.
- 26.5** Notices may be sent by email to the addresses used for the booking or account. A notice is treated as received when it enters the recipient's system, unless the sender receives a delivery failure message.

27. Governing law and jurisdiction

- 27.1** The Contract and any non-contractual obligations are governed by the law of England and Wales.



27.2 For Business Customers, the courts of England and Wales have exclusive jurisdiction.

27.3 A Consumer may bring proceedings in the courts of the part of the United Kingdom where they live and retains any mandatory local rights.

Schedule 1. Service descriptions

Service	Meaning
Same-Day	Collection and delivery on the booked date within the stated objective or window.
Urgent	Priority allocation, normally with a rapid collection objective stated in the confirmation.
Premium Direct	Dedicated movement from collection to delivery, subject only to necessary operational or safety stops.
Multi-Drop / Campaign	Managed collection and delivery to multiple addresses under an agreed manifest, sequence or campaign plan.
White-Glove	Enhanced handling, presentation, communication or placement only to the extent expressly described in the confirmation.
Medical / Legal	Time-sensitive or controlled handling under the specific protocol agreed for the booking; no implied clinical or legal validation.
Man-and-Van	Vehicle and crew for the stated period and scope, with access, lifting and equipment assumptions recorded in the confirmation.