

# Terms & Conditions

## 1. Introduction & Acceptance of Terms

Welcome to **Deliver My Container** (“DMC”, “we”, “our”, or “us”). These Terms and Conditions (“Terms”) govern your use of:

- The public informational website at **www.delivermycontainer.com** (“Website”); and
- The SaaS application available at **app.delivermycontainer.com** (“Platform”), where registered users may create accounts, list or secure jobs, and interact with other users.

Both the Website and the Platform are owned and operated by Deliver My Container Ltd, a company registered in England and Wales (Company No. 15714292) with its registered office at The Leasing.com Stadium, London Road, Macclesfield, SK11 7SP.

By registering an account, listing a job, submitting a quote, or otherwise using our Website or Platform, you agree to be bound by these Terms. If you do not agree, you must not use the Website or Platform.

We may update these Terms from time to time. Continued use of the Website or Platform after changes are published constitutes your acceptance of the updated Terms.

## 2. Defined Roles & Nature of Service

For clarity throughout these Terms:

- **“Importer”** means any registered user who posts a job on the Platform to arrange the shipment of goods. Importers are typically businesses that purchase or move goods internationally and seek freight forwarding services.
- **“Freight Forwarder”** means any registered user who responds to jobs posted by Importers. Freight Forwarders are licensed or authorised logistics providers who arrange or manage the carriage of goods.
- **“Platform”** refers to the Deliver My Container SaaS application at **app.delivermycontainer.com**.
- **“Website”** refers to the public informational site at **www.delivermycontainer.com**.

### **Broker Role**

- DMC provides a digital platform that connects Importers with Freight Forwarders.
- DMC is **not a carrier or freight forwarder**. We do not own, operate, or manage vessels, containers, trucks, or warehouses, and we never take possession of goods.
- **Contracts are formed directly between Importers and Freight Forwarders.** DMC is not a party to those contracts.
- DMC's role is limited to:
  - Providing the Platform where Importers may list jobs and Freight Forwarders may respond;
  - Facilitating the matching process; and
  - Charging a platform fee to Freight Forwarders upon successful booking.

DMC does not guarantee the performance of any Freight Forwarder, the accuracy of their information, or the quality, safety, legality, or delivery of any shipment.

### 3. Eligibility

To use the Platform, you confirm that:

- You are at least 18 years old and have full legal capacity to enter into binding contracts;
- You are acting on behalf of a business or for commercial purposes, not as a consumer;
- If you act on behalf of a company or organisation, you have authority to bind that entity;
- You will provide accurate, complete, and current information when registering and using the Platform, and update such information as necessary;
- You will maintain the security of your account credentials and not permit unauthorised access to your account.

We may suspend or terminate accounts that do not meet these requirements.

## 4. Scope of Agreement

These Terms apply to all use of the Platform by Importers and Freight Forwarders. Specifically:

- **Importers:** Any business that lists, manages, or accepts freight jobs via the Platform.
- **Freight Forwarders:** Any business that submits offers, accepts jobs, or provides freight services via the Platform.
- **DMC:** Provides the Platform only, acting as a digital intermediary. DMC does not enter into or become a party to any freight service contract between Importers and Freight Forwarders.

All Importers and Freight Forwarders must comply with these Terms, as well as any applicable laws and regulations governing international trade, customs, and transport.

## 5. Responsibilities of Importers and Freight Forwarders

### **5.1 Importer Responsibilities**

Importers agree to:

- Provide accurate job details, including cargo descriptions and documentation.
- Declare any hazardous or special handling requirements before booking.
- Comply with all applicable customs, import/export, and regulatory requirements.
- Ensure timely delivery of cargo to and from ports or terminals as instructed by the Freight Forwarder.
- Obtain adequate cargo insurance covering the full value of goods during transit (strongly recommended).
- Accept that DMC has no liability for loss, theft, delay, or damage to goods.

Importers must not:

- List jobs for prohibited or unlawful goods (see Section 6).
- Misrepresent the nature, weight, or condition of cargo.

Importers remain responsible for all costs, fines, or liabilities arising from inaccurate or incomplete information they provide.

### **5.2 Freight Forwarder Responsibilities**

Freight Forwarders agree to:

- Be duly licensed and authorised to operate in their jurisdiction.
- Provide accurate and up-to-date service information.
- Honour confirmed bookings unless prevented by force majeure.
- Comply with all applicable laws, conventions, and regulations governing international shipping and cargo.
- Maintain valid insurance policies, including (where applicable) cargo, liability, and hull insurance, and provide evidence of cover upon reasonable request.
- Promptly notify Importers and DMC of any loss of, damage to, theft of, or delay to cargo.
- Not exercise any lien, encumbrance, or charge over Importers' cargo unless expressly permitted by law or contract with the Importer.

Freight Forwarders are liable to Importers for the full replacement value of cargo lost or damaged while in their custody or control, subject to the terms of their direct contract with the Importer.

### 5.3 Compliance Obligations (All Users)

All Importers and Freight Forwarders must:

- **Anti-slavery & human trafficking:** comply with all applicable laws prohibiting slavery and human trafficking in their own business and supply chain.
- **Antitrust & competition law:** avoid anti-competitive agreements, price fixing, or market allocation.
- **Anti-corruption:** not engage in bribery, extortion, or corrupt practices.
- **Export & import control:** comply with sanctions, embargoes, and all trade control laws.
- **Anti-money laundering:** not participate in any activity that breaches anti-money laundering laws.

Violation of these obligations may result in immediate suspension or termination of Platform access.

## 6. Prohibited Goods

Importers may not list, and Freight Forwarders may not accept via the Platform, any job involving the shipment of:

- Illegal drugs, narcotics, or controlled substances;
- Firearms, explosives, or weapons of any kind;
- Human remains or live animals;
- People (human trafficking is strictly prohibited and will be reported to authorities);
- Contraband or counterfeit goods;
- Any goods prohibited under the laws or regulations of:
  - the United Kingdom,
  - the country of origin, or
  - the country of destination.

Any breach of this clause may result in immediate termination of Platform access and reporting to the appropriate legal authorities.

## 7. Payments, Fees, Cancellations, and Refunds

### 7.1 Platform Fee

- When a Freight Forwarder secures a job on the Platform (Fixed Price, Auction, or Quote), they must pay DMC a 3% commission fee plus VAT based on the accepted job value.
- The fee is payable immediately upon confirmation of the job, via the payment method provided by DMC.

- DMC will issue an invoice or receipt for each payment in compliance with UK law.

## 7.2 Importer Payments to Freight Forwarders

- Importers and Freight Forwarders are solely responsible for negotiating and settling freight service payments between themselves.
- DMC does not handle, collect, or guarantee these payments.
- Any disputes regarding freight charges, additional costs, or service delivery must be resolved directly between the Importer and Freight Forwarder.

## 7.3 Cancellations

- If an Importer cancels a confirmed job after a Freight Forwarder has secured it, the DMC platform fee remains payable and is non-refundable.
- If a Freight Forwarder cancels after securing a job, the Importer may relist the job. The platform fee remains payable and is non-refundable.
- Importers and Freight Forwarders remain bound by any cancellation terms they have agreed between themselves.

## 7.4 Refunds

- The DMC platform fee is **non-refundable**, except in cases of:
  - duplicate payment errors; or
  - where required by applicable law.
- DMC does not refund or compensate for freight service charges, delays, or disputes between Importers and Freight Forwarders.

## 7.5 Taxes and Compliance

- All fees payable to DMC are subject to VAT and any other applicable taxes.
- Freight Forwarders are responsible for their own tax and accounting obligations.

## **8. Liability & Disclaimers**

### **8.1 Platform Role**

- DMC provides a digital Platform to connect Importers and Freight Forwarders.
- DMC is not a party to any contract between Importers and Freight Forwarders and does not arrange, perform, or guarantee carriage, storage, or handling of goods.
- DMC has no control over, and accepts no responsibility for, the acts, omissions, or performance of Importers or Freight Forwarders.

### **8.2 No Warranties**

- The Platform is provided on an “as is” and “as available” basis.
- DMC makes no warranties, express or implied, about the accuracy of information provided by users, the availability of freight services, or the outcome of any job listed on the Platform.

### **8.3 Limitation of Liability**

To the fullest extent permitted by law:

- DMC shall not be liable for any indirect, incidental, special, or consequential loss or damage, including but not limited to loss of profits, business interruption, or loss of reputation.
- DMC’s maximum aggregate liability to any user in connection with their use of the Platform shall not exceed the total amount of platform fees paid by that user to DMC in the 12 months preceding the event giving rise to the claim.
- Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud, or any other liability that cannot lawfully be excluded under English law.

### **8.4 Force Majeure**

- DMC shall not be liable for any failure or delay in performance caused by events beyond our reasonable control, including but not limited to: war, terrorism, strikes, labour disputes, natural disasters, epidemics, pandemics, government action, port closures, or severe weather.

- In such circumstances, no refunds of the platform fee will be provided.

## 9. Intellectual Property

### **9. Intellectual Property**

- All content and materials on the Website and Platform, including but not limited to text, graphics, logos, software, databases, and design, are the property of Deliver My Container Ltd or our licensors and are protected by copyright, trademark, and other intellectual property laws.
- You may view and download content for your own internal business use only.
- You may not copy, modify, distribute, sell, sublicense, or otherwise exploit any part of the Website or Platform without prior written consent from DMC.
- You must not use the Platform to collect or harvest information about other users.
- If you breach these Terms, your right to use the Website and Platform will cease immediately and you must return or destroy any copies of materials you have made.

### **Third-Party Links**

- The Website or Platform may contain links to third-party websites. These are provided for information only.
- DMC has no control over the content of those websites and accepts no liability for any loss or damage arising from your use of them.

## 10. Data Protection & Privacy

- Deliver My Container Ltd is committed to protecting your personal and business data in accordance with the **UK General Data Protection Regulation (UK GDPR)** and the **Data Protection Act 2018**.
- Our **Privacy Policy**, which forms part of these Terms, sets out how we collect, use, store, and share personal data. By using the Platform, you agree to the processing of your data as described in the Privacy Policy.
- DMC acts as the data controller for information you provide to register and use the Platform.
- Importers and Freight Forwarders are independently responsible for any personal or commercial data they exchange directly between themselves as part of their contractual relationship.
- You must not misuse or improperly share other users' information obtained through the Platform.

## 11. Termination

- DMC may suspend or terminate your access to the Website or Platform at any time, without liability, if you:
  - Breach these Terms;
  - Fail to pay any fees due to DMC;
  - Misuse the Platform or disrupt its operation;
  - Engage in fraud, illegal activity, or unethical practices; or
  - Provide false, misleading, or incomplete information when registering or listing jobs.
- DMC may also remove or suspend any job listing, offer, or account that, in our reasonable opinion, poses a risk to the integrity, security, or reputation of the Platform.
- You may terminate your account at any time by contacting DMC. However, any obligations or liabilities incurred prior to termination (including payment of fees) shall remain enforceable.
- Termination of access does not affect any contracts already formed directly between Importers and Freight Forwarders.

## 12. Governing Law & Jurisdiction

- These Terms, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them, are governed by and construed in accordance with the laws of **England and Wales**.
- The courts of **England and Wales** shall have exclusive jurisdiction to settle any dispute or claim arising from or in connection with these Terms.

## 13. Changes to These Terms

- DMC may update or amend these Terms from time to time to reflect changes in our business, legal requirements, or the functionality of the Platform.
- We will publish the updated Terms on the Website and Platform, and the date of the latest version will be shown at the top of the document.



- Continued use of the Website or Platform after updated Terms have been published constitutes your acceptance of the new Terms.

## 14. Contact Information

If you have any questions about these Terms, please contact us:

### **Deliver My Container Ltd**

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