

# Terms & Condition

## For Bangladesh

- Package-01: ( 0-1kg) - 120
- Package-02: (1-2kg) - 150
- Package-03: (2-3kg) - 175
- Package-04: (3-5kg) - 200
- Package-05: (5-10kg) - 300 [www.thirdhand.net](http://www.thirdhand.net)

### Specific Terms for Parcels

#### Services range and characteristics

- thirdhand.net executes domestic and national courier services. Courier services are non-universal postal services, defined in the Postal Services Law.
- thirdhand.net delivers services, to users from all settlements on the region of Bangladesh.
- Orders are taken from Saturday to Friday, and [thirdhand.net](http://thirdhand.net) is executed its parcels and stuffs to be delivered in the same business day.

#### Types of shipments:

Letter: Written message on any media, inserted in a [thirdhand.net](http://thirdhand.net) card envelope. Document: Written messages or printed materials (which do not fit in an [thirdhand.net](http://thirdhand.net) card envelope). Non-document: Shipments with defined dimensions and weight, usually containing items. Non-document shipments may be cash-on-delivery or not, depending on the sender. There are limits of the number of packages in a multi-package shipment, its maximum 10.

#### Size and weight limits:

- Package-01: ( 0-1kg) - 120
  - Package-02: (1-2kg) - 150
  - Package-03: (2-3kg) - 175
  - Package-04: (3-5kg) - 200
  - Package-05: (5-10kg) - 300
- packages in the shipment, whichever is greater. Dimensional weight is determined using the following formula: [thirdhand.net](http://thirdhand.net) reserves the right to weight and calculate over again every package, to confirm calculations.

## 1 Introduction

1.1 These specific terms apply to the parcel products set out in Appendix A.

1.2 These specific terms (including all appendices) form part of your agreement with us, which is made up of:

1 our general terms;

**2** the additional terms (including the user guide); and

**3** the price confirmation letter.

**1.3** If these specific terms contradict the general terms or the operational terms described in the general terms, these specific terms will apply.

## 2 Definitions

**2.1** You may not be familiar with some of the words or phrases we use in this document. When they are used for the first time they are explained in the relevant part of this document, in the following section or in the general terms.

## 3 All parcel products

### Features and options of parcel products

**3.1** The features and options available for the parcel products including the size and weight limits on items which you can post with each of the individual parcel products are set out in Appendix B.

### Your duties

**3.2** You must keep to the requirements of the general terms, these specific terms, the user guide, the price confirmation letter and any other document referred to in any of these documents.

**3.3** You or your agent must make sure that:

1 each package contains only parcels, large letters, Same Day Service items which are the same class or delivery speed; and

2 each package is presented separately from any of our other products.

**3.4** You or your agent can make more than one package at the same time if each package keeps to the terms of the agreement.

**3.5** You or your agent must ensure that each package comes with the appropriate documents as set out in the user guide and is presented to us in line with the general terms.

**3.6** Your items will either be collected by us from your site or must be handed over to us by you at [thirdhand.net](http://thirdhand.net) location that we agree with you.

### Delivering your items

**3.7** The delivery speed on Appendix B will apply to each of the parcel products:

**3.8** Pre-advice

**3.9** If we ask you for pre-advice, you must give us the pre-advice for each package you hand over no later than the time we agree with you. The pre-advice must list, among other things, each item in the package and its weight, and those items that require a signature or SMS/email notification.

**3.10** We will not be responsible to you if the pre-advice is inaccurate. If you hand over items which are not listed in the pre-advice, we can either accept those items and charge you for these additional items or return them to you and charge you the return to sender charge set out in the price confirmation letter.

**3.11** We will aim but do not guarantee to notify you when we identify any item listed on the pre-advice that we have not received.

### How your items should be labelled and addressed

**3.12** You must ensure that your items are:

- 1 correctly labelled and addressed in line with clauses, the user guide
- 2 clear addressing guide; and packaged in line with our wrapping and packaging guidelines.

Forecasting- your package plans and what you need to tell us

**3.14** you or your agent expect to hand over an exceptional package you must provide the following information:

- 1 the format and size of each item contained in the package;
- 2 the average weight of the items in the package; and
- 3 the destination the items in the package are going to.

## Reports

**3.15** We may agree to provide you with reports. If we do, we may charge you for these reports. We will not deliver these reports until you and we have agreed such charge.

**3.16** If we give you reports in line with clause 3.15 of these specific terms, you, your employees and agents may have access to, receive, or the report may contain in it, confidential information. You and your employees and your agents must not publish or disclose the reports or any information contained in the reports to others or authorize or permit your employees or anyone else to copy, publish or disclose them to others without our express prior written approval. You agree to pay us for any costs (including legal fees), expenses, claims, losses, damages and awards we have to pay because you have not kept to this clause 3.16.

**3.17** If we agree to provide you with reports you must give us pre-advice at such times as we agree with you. We will not be responsible or have any liability to you, for the accuracy or content of any pre-advice you provide.

**3.18** You agree that all rights, title and interest in the reports belong to us. We will give you or your agent the right to use the reports for purposes related to this agreement only. You agree that your right to use the reports will come to an end immediately if you do not keep to the terms of this agreement. We reserve the right to withdraw the provision of this right at any time on giving you notice.

**3.19** We will not be responsible, or have any liability to you, for the accuracy or content of any reports provided to you in line with clause 3.15.

**3.20** We may withdraw the provision of the reports at any time, without giving you prior notice.

## Restricted materials

**3.21** Subject to the general terms, the restricted materials detailed in clause 3.23 may only be sent:

**3.21.1** using all Package; and

**3.21.2** provided you comply with the terms, restrictions and requirements set out in the user guide, and at [thirdhand.net](http://thirdhand.net) (or such replacement URLs).

**3.22** For the avoidance of doubt, you may not send such items:

**3.22.1** using T-20 package;

**3.22.2** using T-50 package;

**3.22.3** using T-100 package;

**3.22.4** if you do not comply with the terms, restrictions and requirements set out in the user guide, and at [thirdhand.net](http://thirdhand.net)

**3.23** The restricted materials for the purpose of clause 3.22 are as follows:

**3.23.1** aerosols for personal grooming or medicinal purposes;

**3.23.2** alcoholic beverages with an alcohol content less than 70% ABV but greater than 24% ABV;

**3.23.3** perfumes and aftershaves;

**3.23.4** nail varnish and nail polish;

**3.23.5** lithium ion and lithium polymer or lithium metal and lithium alloy batteries when sent in and with equipment;

**3.23.6** electronic items including lithium batteries of any kind when the batteries are sent with or installed in the electronic item; and

**3.23.7** prescription medicines and drugs sent for scientific or medical purposes.

**3.24** Subject to the general terms, the following restricted materials may be sent using eCourier packages, if you comply, and you ensure that any customers, agents or other parties using the parcel products on your behalf comply, with all of the terms, restrictions and requirements set out in the user guide.

1 lithium ion and lithium polymer or lithium metal and lithium alloy batteries when sent in equipment; and

2 electronic items including lithium batteries of any kind when the batteries are sent installed in the electronic item.

**3.25** You will indemnify and keep indemnified us, our employees, sub-contractors and agents against any loss or damage suffered or liability incurred as a result of a person package a return item in breach of clause 3.24.

**3.26** The user guide also sets out:

1 consignment restrictions;

2 packaging and labeling requirements;

3 volume, size or quantity restrictions; and

4 the number of receptacles per consignment.

**3.27** If we do not have a return name and address for items we cannot deliver that are restricted materials and/or the items do not keep to the restrictions referred to in the user guide, we may dispose of such items locally.

**3.28** You must notify us of the profile and/or volume of restricted materials you are package or intend to post using the parcel products listed in clause 3.29.1 and you must advise us if this profile and/or volume changes at any time.

**3.29** The recipient may redirect restricted material to another location or return it to you provided that the recipient uses a service which permits the restricted material to be posted.

**3.30** To make sure that you are keeping to this agreement we may audit your internal processes in the preparation of packages containing restricted materials if we consider it necessary to do so.

**3.32** Nothing in clauses limits your responsibilities or our rights under the general terms.

**3.33** We may vary the charges by giving you at least 30 days' notice if any of the following change during the term of the agreement:

1 the profile of your packages; or

2 the average weight of your packages; or

3 the average size of your items; or

4 the number of items you hand over.

**3.34** If you do not post any items within 60 days of this agreement, we will recalculate the initial charges set out in the price confirmation letter applying the prevailing tariff when you first post.

**3.35** We may vary the charges immediately on giving you notice if we are required to by law.

**3.36** We may vary the charges on giving you 30 days' notice in exceptional circumstances that substantially affect the cost to us of providing the parcel products.

**3.37** If we have agreed to collect packages from you and you request extra collections, we may charge you extra for each such extra collection. The extra charge will be agreed between you and us before we make any extra collections and will be based on the actual costs incurred by us in making such extra collections.

**3.38** If we are entitled to charge you an additional amount in relation to any of the parcel products and you have provided your debit or credit card details to us, we may choose to take such additional amount from such debit or credit card and you consent to us doing so.

## Liabilities and compensation

**3.39** We will not be liable for any item if you, the owner of the item or anyone acting on their behalf have been fraudulent or dishonest in any way in respect of that item. We will not be liable for any item where any person misrepresents their authority to receive an item on the intended recipient's behalf or on your behalf.

**3.40** We may be required to carry out security checks of items. This may involve X-ray screening, decompression or in exceptional circumstances, the opening of an item which fails any of the security checks. We will have no liability to you for any claims resulting from any loss, damage or delay to your items as a result of carrying out the security checks even if such loss, delay or damage arises from our negligence. All guarantees set out in these specific terms may be suspended and related compensation claims refused if we are required to open an item which fails any of the security checks.

**3.41** [thirdhand.net](https://thirdhand.net) will not bear any liabilities if any loss or damage or missing occurs arising out of accident beyond control and in such cases the sender or the receiver cannot claim any compensation.

**3.42** Any accident occurs in road due to strike or hartal for which the dispatch of the booked products may be delayed in such cases [thirdhand.net](https://thirdhand.net) will not be liable for any loss or damage or missing or breakage.

**3.43** Any items that may cause damage other items or good cannot be taken for carrying by [thirdhand.net](https://thirdhand.net) and violation of which [thirdhand.net](https://thirdhand.net) will no bear the loss or damage or breakage or all liabilities will go to the consignee only.

**3.44** [thirdhand.net](https://thirdhand.net) reserves the right to inspect or verify any consignment before taking.

**3.45** No complaints will be acceptable after the expiry of 30 days of missing or damage.

**3.46** At the time of delivery the receiver must satisfy itself about the receiver of consignment in good condition and the no complaints will be received afterwards.

**3.47** [thirdhand.net](https://thirdhand.net) will pay any compensation for any loose or damage or missing of any consignments, if proved due to negligence on the part of the [thirdhand.net](https://thirdhand.net) and in such cases the actual worth of Products(without profit) will be paid to the consignee.

## Ending the agreement

**3.48** In addition to the termination rights set out in the general terms, we can end this agreement by giving you at least 30 days' notice if: 1 you do not meet the minimum package requirements for your parcel products as set out in clauses of this guide measured over each period of 12 months following the date we start to provide any parcel products to you, or if it becomes clear to us that you will not meet those minimum package levels in that 12 month period. In exercising this right, we will take account periods when you cannot make packages for any reason; or

**3.49** If we receive items after we have ended this agreement, we can either return such item to you and charge to you the return to sender charge set out in the price confirmation letter or we can deliver those items in accordance with this agreement and we will charge you at the rates set out in the price confirmation letter.

## Delivering your items

**4** We will aim but do not guarantee to deliver your items by the delivery times all packages if any untoward incident happens. Signed For option and proof of delivery option

**4.1** You can send packages using our Signed For option, as long as they meet the terms set out in clauses 4.4 – 4.9 and you pay the extra charges.

**4.2** You or your agent must apply a fully completed Signed For label securely to the cover of the item to be sent using the

Signed For option in the manner and position specified by us in the user guide.

**4.3** When we deliver an item sent using the Signed For option, the intended recipient or their representative must sign for it.

**4.4** You may request proof of delivery. This service is available up to 3 months after the date the item was posted. Subject to clause 4.4, if we are unable to provide proof of delivery and cannot otherwise prove that the recipient of the item refused to provide a signature on delivery then you may ask us for a refund of the Signed For option fee.

**4.5** You can obtain proof of delivery from our office for 03 months after the date of package.

#### Minimum package requirements

**5** T-20 pickups for 20 items each month from each of the sites we agree with you.

**5.1** T-50 pickups for 50 items each month from each of the sites we agree with you..

**5.2** T-100 pickups for 100 items each month from each of the sites we agree with you.

#### Delivering your items

**6.1** We will aim but do not guarantee to deliver your packages if occurrence of an untoward incident

#### Items we cannot deliver

**6.2** If the "Items we cannot deliver" section of the general terms applies we will take the item back to our local premises. If we return items to you which remain uncollected we will charge you for returning such items to you or your agent (as specified on the return label) at the rates set out in the price confirmation letter.

#### Tracking your items

**6.3** You can track the status of items sent using our tracked products at [thirdhand.net](http://thirdhand.net) If you have an online business account with us, we will give you access to our generic track and trace reports and general management reports, subject to that website being available.

**6.4** We may from time to time at our discretion, provide you with status information regarding items which you send using our tracked products. We reserve the right to withdraw the provision of status information at any time, without giving you prior notice.

**6.5** You agree that all rights, title and interest in the status information belong to us. We will give you and your agent the right to use the status information for the purpose of tracking your items only. You agree that your right to use the status information will come to an end immediately if you do not keep to the terms of this agreement. We reserve the right to withdraw the provision of this right at any time on giving you notice.

**6.6** We will not be responsible or have any liability to you, for the accuracy of any reports or status information provided to you by us. How your items should be labeled and addressed **7** You must ensure that each item has a clear return address on the outside packaging. If you do not do this we may not process such items and we may return such items to you or you may be required to collect them from us at your own cost.

#### Traveller :

**8.1:** Traveller must check the parcel before taking in hand. In this case illegal & alcohol, drugs, intoxicating materials carrying is totally responsibility of traveller. Third Hand is not liable for such kind of execution.

**8.2:** Traveller will get 70-80% carrying cost and company will get 20-30%. It may be changed time to time.

**8.3:** Referral Programme: Sponsor of traveller & Customer will get 1% commission of successful delivery.

**8.4:** 70% verified Users can refer another person.

**8.5:** Drop balance: Drop balance can be cashed through COD method.

**8.6:** Affiliate Balance: Affiliate balance must be used only for purchasing product from our corporate partner. It will not be withdrawn.

**8.7:** Product Balance: Product balance can be withdrawn within 24-48 hours after request.

**8.8:** Cancellation: Before cancellation of service traveller have to bear in mind that within 1 hour penalty fee will be deducted from travellers account and more than one hour Penalty fee will be increased.