



# **Royal Mail Specific Terms for International Business Services**

3<sup>rd</sup> July 2017

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# Royal Mail specific terms and conditions for International Business Services

## 1 Introduction

- 1.1 These specific terms apply to the following international services:
- (a) International Business Parcels consisting of the following options:
    - a. Tracked (with signature option available for certain destinations)
    - b. Signed
    - c. Standard
  - (b) International Business Mail
- 1.2. These specific terms are "specific terms" as referred to in section 1.2 of the Royal Mail General Terms and Conditions of Business (**general terms**). Your agreement with us is made up of, as well as these specific terms and the general terms, all the other items listed in section 1.2 of the general terms, including the **additional terms** (which includes the **user guides** and the **rate cards**).
- 1.3 The user guides set out a general description of:
- each of the international services;
  - the way you or your agent must prepare and present items to us;
  - the restrictions on the type, content, size and weight of items; and
  - the documents you or your agent must fill in for all items.
- 1.4 You must comply with each of the documents referred to in clause 1.2 for each of the **International Business Services** that you use.

## 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 shown in **bold print** and explained in the relevant part of this document, in the following section or in the general terms.

**actual loss** means:

- (a) where an item is lost or damaged beyond repair, the amount it cost you to acquire, purchase or manufacture the item subject to adjustment to take account of condition, age and depreciation; or
- (b) where an item is damaged (but not beyond repair), the cost of repair. No additional payment will be made for the reduced value of the repaired item.

**International Business Services** This is defined as all those services listed in clause 1.1

**OBA system** Our online business account system which allows you to manage your account with us electronically

**Minimum Postage Amount** The minimum amount you must pay for the International Business

Services determined in accordance with clause 6.1

### **Remail**

This is defined as any item that meets the description within Article 28 of the Universal Postal Convention as amended from time to time. This will also be deemed to include but will not be limited to any items that are sent by you in breach of clauses 3.6 and 3.7

### **Valuables**

Any item that is:

- i) precious metal that has been manufactured in such a way as to add value to it, including coins used for ornament;
- ii) diamonds and precious stones;
- iii) watches the cases of which are made wholly or mainly of precious metal;
- iv) articles similar to any of those referred to in i)- iii) above with an intrinsic value;
- v) coins and bank notes of any currency that are legal tender at the time of posting;
- vi) postal orders, cheques and dividend warrants uncrossed and payable to bearer;
- vii) unused postage and revenue stamps and National Insurance stamps;
- viii) Exchequer bills, bills of exchange, promissory notes and credit notes; Bonds, bond coupons and any other investment certificates; and
- ix) coupons, vouchers, tokens, cards, stamps and other documents that can be exchanged in whole or in part for money, goods or services

2.2 All the other words or phrases we use in these specific terms have the same meaning as in the general terms.

2.3 If these specific terms contradict the general terms or the operational terms, these specific terms will take priority.

## **3. Your duties**

3.1 You must keep to the requirements of the user guides.

3.2 You are responsible for any customs clearance costs, VAT or other tax charges that apply for each posting.

3.3 You must place orders on the **OBA system**, as set out in the relevant user guides for each posting, with the exception of the Mixed Zero Sort Premium sorting option (described in more detail, along with other sorting options, in the International Business Mail User Guide) under the International Business Mail service which requires the completion of a consignment note.

3.4 You must not send **Remail**.

3.5 You must notify us if you want to hand over more than the following number of items in any posting under the International Business Mail or International Business Parcels services by e-mailing, 48 hours in advance of the mailing, [hwdc.forecast.group@royalmail.com](mailto:hwdc.forecast.group@royalmail.com):

For the Max Sort sorting option, under the International Business Mail service or the Max Sort option under the International Business Parcels Standard service, – 500 bags worldwide or 50 bags to one country.

For any of the other sorting or service option under the International Business Mail service or the International Business Parcels service: –

To more than one country: 30,000 letters, 10,000 large letters or 5,000 parcels;

To a single country: 20,000 letters, 5,000 large letters or 1,000 parcels.

Details of all of the sorting or service options described above are set out in the relevant User Guides.

3.6 If you send over 1,500 items in a posting to a single country or over 5,000 items in any 2 week period to a single country you must include a complete UK return address on the outside of each such item with a company identifier e.g. Company name or logo.

3.7 Each item must only display one delivery address and if applied, subject to condition 3.6, one UK return address.

### 3.8 **What Can and Cannot Be Contained Within An Item**

There are some items that we cannot carry through our postal network for legal or safety reasons. Items that we cannot carry through our postal network are known as prohibited items. Some other items can only be carried under certain circumstances. These are known as restricted items and details of those are contained after the section on prohibited items.

#### **Prohibited Items**

We would like to make it very clear that we will not accept any liability for any mail item that contains prohibited items. As the list of prohibited items can change from time to time we maintain a full, up-to-date list on our website (<http://www.royalmail.com/business/help-and-support/tell-me-about-prohibited-goods>). In particular (but without limitation), you may not send the following items internationally:

- Aerosols;
- Alcoholic beverages with an alcohol content greater than 24% ABV;
- Perfumes and aftershaves;
- Nail varnish and nail polish;
- Lithium ion and lithium polymer or Lithium metal and lithium alloy batteries when not sent installed in equipment;
- Electronic items including lithium batteries of any kind when the batteries are not sent installed in the electronic item; and
- Prescription medicines and drugs sent for scientific or medical purposes (toxic, flammable or toxic and flammable).

#### **Restricted Items**

There are some items, known as restricted items that we can, for legal or safety reasons, only carry through our postal network provided that you meet all our

requirements for the acceptance of the item, including, but not limited to, packaging requirements. We will not accept any liability for any item that contains restricted items if the requirements for the acceptance of those items are not met. As the list of restricted items and requirements for each can change from time to time we maintain a full, up-to-date list on our website (<http://www.royalmail.com/business/help-and-support/tell-me-about-restricted-goods>)

The sender is responsible for checking whether an item is prohibited or restricted. We reserve the right to refuse any other item banned by law or that in our opinion may be harmful or dangerous to our customers or employees.

All countries have their own rules regarding prohibitions and restrictions on what they will allow in the post. These rules can vary from country to country, and can sometimes apply to items which you may think are ordinary. You are responsible for checking whether an item is prohibited or restricted in the relevant country.

It is your responsibility to ensure that restricted items are sent correctly and that you meet the requirements for acceptance.

### 3.9 Sanctions laws

You must make sure that any items you wish us to handle and deliver are not prohibited under applicable laws, regulations or orders which impose sanctions (including trade restrictions and economic sanctions) on countries, individuals or entities. These sanctions laws may apply because of the contents of the items, their intended recipient or the country to or from which they are to be sent. Information about sanctions laws can be found on our website at <http://www.royalmail.com/international-sanctions> (or any replacement URL). If your items need a licence under applicable sanctions laws it is your responsibility to obtain it. Nothing in this clause 3.9 limits your responsibilities or our rights under the general terms.

## 4 Preparation services – only available with the Business Mail Mixed Zero Sort Premium sorting option under the International Business Mail service

4.1 If you receive the International Business Mail service and have opted for the Business Mail Mixed Zero Sort Premium sorting option then, if you ask us, we may provide you with **mail preparation** services. Details of the mail preparation services, including how to apply for them and how much they cost, are set out in the relevant user guide (along with details of the sorting options) and rate card.

4.2 If you request mail preparation services you are required to redeploy any of your employees who are carrying out work similar to the preparation services to roles elsewhere in your company and/or to procure that any agent carrying out work similar to the preparation services redeploy the employees carrying out such work to roles elsewhere in its company. The redeployment must be complete one day prior to the date on which we are to begin providing the preparation services.

4.3 You and we believe that the Transfer of Undertakings (Protection of Employment) Regulations 2006 and the Acquired Rights Directive 2001/23/EC (collectively **TUPE**) will not apply to the subject matter of this contract and, in particular, the preparation services, either at its/their commencement or on termination.

- 4.4 In the event that TUPE does apply or is alleged to apply at the commencement of the contract or the preparation services you will indemnify us fully in respect of any cost (including reasonable legal costs), loss, damage or expense suffered or incurred by us by reason of any proceedings, action, claim or demand by any employees and any other person (of either you or any of your suppliers) working in the relevant undertaking or part thereof and whether or not wholly or mainly assigned to services that are substantially the same or similar to the Services in respect of the period up to the transfer or alleged transfer of such person by virtue of TUPE (subject to us complying with any obligations we may have under regulation 13(4) of TUPE by reason of a reasonable request by you for information).
- 4.5 If any person (of either you or any of your agents) claims to have become an employee of or have rights against us by virtue of TUPE or otherwise, you will indemnify us against any cost (including reasonable legal costs), loss, damage or expense suffered or incurred, transferred to, imposed upon or reasonably incurred by us, in each case to the extent arising out of or in connection with the employment of such person up to the date of termination of such person's employment and the termination by us of such person's employment.

## **5 If you fail to carry out your duties**

- 5.1 If you do not prepare and present items in line with the requirements of the relevant user guide, we can, as well as making use of any rights set out in the general terms, either:
- 5.1.1 accept the items and carry out work to make sure they meet the requirements of the user guide; or
  - 5.1.2 return the items to you, or allow you to collect them from us, so that you can carry out work on the items to make sure they meet the requirements of the user guide.

In each case, you must pay us the extra charges that apply, as set out in the relevant rate card.

- 5.2 Where we reasonably believe that any item or posting includes Remail, in addition to our other rights and remedies under the general terms and the additional terms, we may, without any liability to you:
- (i) refuse to accept any other items or postings from you or the sender or your or the sender's affiliates, sub-contractors or agents which we reasonably believe may contain Remail; and/or
  - (ii) place other restrictions or conditions on the services as we reasonably deem to be appropriate. Such restrictions or conditions will be incorporated into this agreement and binding as soon as they are notified to you in writing; and/or
  - (iii) immediately terminate this agreement or your ability to use any of the International Business Services covered by it in whole or in part

## **6 Minimum postage**

- 6.1 In order to qualify for either the Business Mail or Business Parcels services and prices you must spend a minimum of £5,000 in a year on the International Business Services except if you use the Max Sort sorting option for the International Business Mail service or the Max Sort sorting option for the International Business Parcels Standard service when you must spend a minimum of £10,000 in a year on the International Business Services.

For International Business Parcels Tracked (with signature option available for certain destinations) and/or International Business Signed services and prices, you can also qualify by sending a minimum of 1,000 items per year across any combination of Royal Mail Tracked 24, Royal Mail Tracked 48, Royal Mail Tracked Returns and International Business Tracked (with signature option available for certain destinations) and/or International Business Signed services.

- 6.2 Periodically we will review your posting profile and if we find that you are not posting at the required level we may cease providing the services to you after giving you at least 30 days' notice.
- 6.3 If, at the end of any year you do not spend the **Minimum Postage Amount** or send the minimum number of items required under Clause 6.1 or we have terminated the agreement under Clause 6.2, we also reserve the right to charge you the difference between the amount paid by you under this agreement and the amount you would have been charged if you had used the Royal Mail service that best meets your posting volumes and needs or the Minimum Postage Amount, whichever is the lower.

## 7. **Surcharge**

- 7.1 In addition to the charges set out in the relevant rate card, we may also add a surcharge. We may do this if we determine that there is an increase in our costs. For example, there may be a change in the price of fuel, a change in security requirements or an increase in the price of freight due to reduced capacity in the market. Where we do this, we will give you 14 days' prior notice.

## 8. **Our responsibility to you for loss or damage**

- 8.1 No compensation for lost or damaged items will be payable unless the items in question were posted under our International Business Tracked (with signature option available for certain destinations) and International Business Signed services

- 8.2 If any item you have posted under our International Business Tracked (with signature option available for certain destinations) or International Business Signed services is lost or damaged while it is with us, then in order to claim compensation you must provide us with satisfactory proof that you posted it with Royal Mail and we received it, along with evidence of the actual cost to you. Compensation payable by us for the item and its contents is based on the **actual loss** you suffer (provided you have supplied us with the necessary proof required). The compensation payable for actual loss will not be more than the lower of:

- 8.2.1 the market value of the item (not including the market value of any message or information it carries) at the time the item was lost; or

- 8.2.2 if International Business Signed was used, £50 or the maximum amount of additional compensation you have paid for (where we offer additional compensation) up to a limit of £250; or
- 8.2.3 if International Business Tracked (with signature option available for certain destinations) was used, £100 or the maximum amount of additional compensation you have paid for (where we offer additional compensation) up to a limit of £300.
- 8.3 You must make a claim for loss or damage as soon as possible after the incident and in any case within six months of the date of posting. We will not accept responsibility for claims made after this time.
- 8.4 It is your responsibility to provide all the required evidence to support your claim. If you cannot provide this then compensation cannot be considered or paid.
- 8.5 If you do not comply with the conditions of your agreement with us then your ability to claim compensation may be lost.
- 8.6 You should refer to the relevant user guide for specific restrictions on the maximum amount of compensation payable for certain items. In particular, note that:
  - 8.6.1 the maximum compensation payable when additional compensation has been purchased for items containing coins, banknotes or currency notes, securities or instruments payable to bearer (e.g. cheques; bankers drafts; travellers cheques) is limited to £100 per item; and
  - 8.6.2 additional compensation is not available for electronic devices such as mobile telephones, smartphones, tablets, notebooks, personal digital assistants or Blackberrys. Therefore, the maximum compensation payable for loss or damage to one of these electronic devices is £50.
- 8.7 Items containing Valuables must be sent by International Tracked (with signature option available for certain destinations) or International Signed (availability depending on country).

## **9 Agreement and declarations**

- 9.1 The Royal Mail cruciform is our trademark. Nothing in the agreement will give you or your agent a right to make any use of the trademark (or any other trademarks we own). If you want to use any of our trademarks, you must first get our permission. When giving you our permission, we may set any conditions we think are appropriate.
- 9.2 You must make sure that your agents and subcontractors keep to the terms of the agreement.
- 9.3 If you do not keep to clause 9.1, we may end the agreement in accordance with the general terms.