



# Royal Mail General Terms & Conditions

3 July 2017

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# Royal Mail General Terms and Conditions

## Who this agreement applies to

Royal Mail Group Ltd, a company incorporated in England and Wales (number 4138203) with its registered address at 100 Victoria Embankment, London, EC4Y 0HQ (us or we)

Your company or organisation (you).

## 1 Introduction

- 1.1 These general terms and conditions (general terms) explain our duties to you and your duties to us and form part of your agreement with us for each product we agree to provide you with in connection with your account with us.
- 1.2 Our agreement with you is made up of:
  - 1.2.1 these general terms;
  - 1.2.2 any specific terms and conditions for a product (specific terms);
  - 1.2.3 any terms which set out how items should be presented for that product, including those set out in our product user guides (operational terms);
  - 1.2.4 the terms relating to how you can order and pay for the products (account terms)
  - 1.2.5 the specific terms and conditions for online business account (OBA specific terms);
  - 1.2.6 our charges for each product (as set out in a price confirmation letter where applicable or in a rate card); and
  - 1.2.7 where applicable, the terms of the Scheme (as indicated in Appendix A).
- 1.3 This agreement applies to the products listed at Appendix A.
- 1.4 We will notify you what specific terms, Scheme and operational terms apply when you open an account (including when you apply for a new product) and we will give you notice of any later changes to these terms.
- 1.5 In this agreement, we refer to the specific terms, operational terms, OBA specific terms and account terms together as the additional terms.
- 1.6 All of our terms are set out in material we publish on our website. You can ask us for printed versions at any time.
- 1.7 These general terms take priority over any previous agreements or arrangements between us for the products covered by this agreement, and the agreement makes up the full understanding between us.
- 1.8 If the additional terms contradict the terms set out in these general terms, the additional terms will apply.
- 1.9 For any products the Scheme applies to, if the terms of the Scheme contradict the terms set out in these general terms, the terms of the Scheme will apply.
- 1.10 Writing or written includes communication by email and fax.

1.11 Unless otherwise specified, a reference to a statutory provision is a reference to that provision as amended from time to time (whether before or after the start of our agreement with you).

## 2 Definitions

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 these general terms or in the following section.

A3 parcel	an item which is not a letter or large letter, and is no larger than 420 millimetres by 297 millimetres, no thicker than 25 millimetres, and no heavier than 750 grams
confirmed sales order	the document you create when you or your agent confirm an order using your online business account
customer collection receipt	the document with that name which we provide for you to complete, or another form of this document which we have previously agreed with you
databases	the Royal Mail Selection Files, the Royal Mail Customer Final Label Files and/or any other database we may licence to you from time to time
day	a calendar day, being a period of 24 hours running from midnight to midnight
discount	the amount by which the prices paid by you are reduced from the 1 <sup>st</sup> class or 2 <sup>nd</sup> class on account tariff rates in each rate card or price confirmation letter where applicable
exceptional posting	either or both of the following:

- a posting of more than the following volumes

	sorted products; Royal Mail 24; Royal Mail 48; Royal Mail Tracked 24 and Royal Mail Tracked 48	all other products
letters	1 million items	250,000 items
large letters	500,000 items	100,000 items
parcels	250,000 items	60,000 items
Special Delivery™	Does not apply	20,000 items

- a posting which includes items which will not fit through an average-sized letter box

format	A description of an item which is either a letter, large letter, A3 parcel or parcel
handover	the time at which we finish collecting a posting from you or you finish delivering a posting to us
handover point	that part of your, your agent's, or our premises (or any other point as we may agree) where the items are handed over to us
intellectual property	patents, trade marks and service marks, rights in business and trade names and get-up, copyright and neighbouring rights, topography rights, database rights, design rights, goodwill, trade secrets and confidentiality rights, rights in domain names, rights in know-how and all other intellectual property rights and rights or forms of protection of a similar nature anywhere in the world whether or not any of them are registered
item(s)	mail in any format which you give to us, to handle and deliver under the terms of the agreement
letter	an item which is no larger than oversized C5 (240 millimetres by 165 millimetres), no thicker than 5 millimetres, and no heavier than 100 grams
large letter	either a large letter: machine readable or large letter: non-machine readable
large letter: machine readable	an item which is not a letter, and is no larger than 345 millimetres by 245 millimetres, no thicker than 25 millimetres, and no heavier than 750 grams
large letter: non-machine readable	an item which is not a letter, and is no larger than 353 millimetres by 250 millimetres, no thicker than 25 millimetres, and no heavier than 750 grams
latest posting time	for items we collect from you or your agent, the latest posting time is the time by which you or your agent must have loaded the items onto our vehicle and given us all the relevant and complete documentation and for items you or your agent hands over to us, the latest posting time is the time by which you or your agent must have unloaded the items and given us the relevant and complete documentation
online business account or OBA	a specific online business account giving you access to our secure online system through which you can order the products on account, as set out in the OBA specific terms
parcel	an item which is not a letter, large letter or A3 parcel, and is no larger than 460 millimetres by 610 millimetres by 460 millimetres and no heavier than 20 kilograms. For tubular, squarely cuboid and long rectangular packages, the length plus twice the diameter must not go over 1040 millimetres or be more than 900 millimetres long

payment mark	<ul style="list-style-type: none"> <li>• a printed postage impression (PPI)</li> <li>• a franking-machine impression</li> <li>• a barcode you have taken from a Royal Mail approved website and printed on each item</li> </ul>
postage	the amount you must pay for each posting and calculated using the rate card
posting	a consignment of your items prepared in line with the terms and conditions of this agreement
price confirmation letter	the letter which sets out the charges payable by you for certain products
products	the products listed in the table in Appendix A
prohibited materials	the materials listed on <a href="http://www.royalmail.com/prohibitedgoods/business">www.royalmail.com/prohibitedgoods/business</a> (or any replacement URL) which may be updated by us from time to time in accordance with this agreement and those materials defined as dangerous or hazardous by the regulatory bodies governing transport by road, rail, sea or air in any legislation, regulations or guidelines which are unlawful to be carried
property	stationery (including bag labels, other labels, bag ties and despatch books), containers (including rigid stackable containers (known as cages), mailbags and trays), wheeled containers (known as Yorks), and other equipment (including final-label printing equipment)
rate card	our tariff prices for the products as published by us from time to time and available on <a href="http://www.royalmail.com">www.royalmail.com</a>
Regulator	Ofcom, or the organisation that may take over its duties
restricted materials	the materials listed on <a href="http://www.royalmail.com/restrictedgoods/business">www.royalmail.com/restrictedgoods/business</a> (or any replacement URL) which may be updated by us from time to time in accordance with this agreement
sanctions laws	all laws, regulations and orders imposing sanctions (including trade restrictions and economic sanctions) on countries, individuals or entities
Scheme	the Royal Mail United Kingdom Post Scheme, Overseas Letter Post, Overseas Parcel Post, or Franking Letters and Parcels Scheme, or any other scheme made under Section 89 of the Postal Services Act 2000, as amended by the Postal Services Act 2011. You can view the schemes at <a href="http://www.royalmail.com/scheme">www.royalmail.com/scheme</a>
sorted products	those products which have sortation options, as described in the additional terms
staff	your employees, agents or contractors

terms	any of the general terms and/or the additional terms
tracked products	<ul style="list-style-type: none"> <li>• Special Delivery Guaranteed by 9am</li> <li>• Special Delivery Guaranteed by 1pm</li> <li>• Special Delivery Guaranteed Returns</li> <li>• Royal Mail Tracked 24</li> <li>• Royal Mail Tracked 48</li> <li>• Royal Mail Tracked Returns 24</li> <li>• Royal Mail Tracked Returns 48</li> <li>• Business Mail Secure</li> <li>• International Tracked &amp; Signed</li> <li>• International Tracked</li> </ul>
valuables	<ul style="list-style-type: none"> <li>• jewellery (including, diamonds and precious stones)</li> <li>• watches (the cases of which are made totally or mainly of precious metal)</li> <li>• any precious metal that has been made to add value to the raw material</li> <li>• any similar articles with a value other than the value of the workmanship)</li> <li>• money (including, coins, bank notes, postal orders, cheques; unused postage and revenue stamps and National Insurance stamps; exchequer bills, bills of exchange, promissory notes and credit notes; bonds, coupons and other investment certificates; and coupons, vouchers, tokens, cards, stamps and other documents that can be exchanged for money, goods or services)</li> </ul>
working day	in relation to each product, each day that we provide each product (as identified in the additional terms)

### **3 Providing the products**

- 3.1 We will provide you with each product from the date we agree with you.
- 3.2 We will provide the products on working days only.
- 3.3 We will receive your items when you give us (and when we sign, if this applies), the relevant documentation described in clause 4.7, or any other document that you need to provide for the products at handover. We will accept the items once we are satisfied that the posting and the documentation that comes with it are accurate and meet this agreement. However, it is always your responsibility (and not ours) to ensure that the documentation meets the requirements of this agreement and relevant law.
- 3.4 If we have agreed to collect items from you, we will collect each posting from the handover point at the times we have already confirmed with you or your agent, using our standard operating procedures for collections.
- 3.5 We aim to deliver items we have accepted in line with clause 3.3 within the time given in the additional terms.

- 3.6 Any responsibility we may have to you for loss or damage starts when we receive your items.
- 3.7 We may decide not to collect, process or deliver any items if we consider it to be impractical or unreasonable to do so, including if:
  - 3.7.1 the address is not safe;
  - 3.7.2 there is no-one living permanently at the address we have to deliver the item to;
  - 3.7.3 the address on the item is not complete or has not been written or printed clearly enough to read;
  - 3.7.4 our staff's health and safety would be at risk in any way;
  - 3.7.5 the item contains prohibited materials or is prohibited under sanctions laws;
  - 3.7.6 the item contains restricted materials which are not correctly packaged in accordance with the guidance set out on our website ([www.royalmail.com/restrictedgoods/business](http://www.royalmail.com/restrictedgoods/business) or any replacement URL);
  - 3.7.7 we need a signature for any item we deliver and nobody is available to sign;
  - 3.7.8 the Regulator has agreed to us making a change to the information we have confirmed with you;
  - 3.7.9 you have not confirmed the handover point with us; or
  - 3.7.10 you do not keep to this agreement.

#### **Access to Royal Mail Premises**

- 3.8 Where you or your staff need to access our premises (or any part of them) to hand over items, you must make sure that your staff carry suitable identification with them which they must produce to our staff upon request.
- 3.9 We will give you or your staff such access to our premises as you need to hand over items in line with this agreement.
- 3.10 We may refuse your staff admission to our premises, or require your staff to leave our premises, at any time and for any reason.
- 3.11 While your staff are on our premises, you must ensure that they conform to our codes and regulations, adopt proper standards of behaviour, and co-operate with our employees or agents having security responsibilities.

#### **Items we cannot deliver**

- 3.12 Our duty is to deliver items to the address written or printed on the item or to an alternative address in line with clause 3.15. We are not responsible for delivering the item to the person whose name is written or printed on the item.
- 3.13 If we are unable to deliver an item or an item is refused but it has a payment mark on it and the return name and address are clear on the cover or envelope, we will return the item to that address. If the item has a payment

mark on it but the return name and address on the cover or envelope cannot be read clearly or is not within the UK, we may deal with the item in any way we feel is appropriate.

- 3.14 If we are not able to deliver an item and it does not have a payment mark on it and your name and address on the cover or envelope cannot be read clearly, we may open that item. We will return the item to you or your agent if:
  - 3.14.1 your name and address are inside;
  - 3.14.2 the address is in the United Kingdom;
  - 3.14.3 the item is not made up only of advertising material, newspapers or magazines.
- 3.15 If we are unable to deliver an item because it does not fit through the letter box, no-one is available to receive or sign for it and there is no other delivery instruction attached, we may deliver the item to a neighbour's address and leave a card for the person the item is addressed to explaining that it has been left with that neighbour. If we choose not to leave the item with a neighbour or the item has been sent using Special Delivery or we cannot find a neighbour, we will take the item back to our local premises and leave a card at the address. The card will give the person the item is addressed to the option to have the item delivered to that address later, or tell them where they can collect the item from.
- 3.16 If the person the item is addressed to does not arrange to collect it or have it delivered within 18 days, we will make a reasonable effort to return the item to you or your agent (unless we are required by law to return the item to you immediately, in which case the 18 day period will not apply). If we are not able to identify you or your agent as having sent the item, we will deal with the item in any way we feel is appropriate. Otherwise, we will deal with the items in any way we feel appropriate.
- 3.17 If it is a requirement of the product, we will make reasonable efforts to get a signature from the person receiving the item when we deliver it to the relevant address or (subject to clause 3.15 above) leave it with a neighbour. If we have to deliver a number of items to the same premises, we may get one signature for all the items.

## **4 Your duties**

### **4.1 Keeping to these terms**

You agree to carry out your duties under the agreement.

### **4.2 Safely entering your premises**

- 4.2.1 You must allow us and each of our employees, contractors, representatives and agents to enter your premises or your agent's premises safely to provide the products.
- 4.2.2 You agree to pay us for any costs (including legal costs) expenses, claims, losses, damages and awards we have to pay because you have not kept to clause 4.2.1.

#### 4.3 **Minimum volumes**

You will give us the minimum mail volumes for each product, as set out in the additional terms.

#### 4.4 **Forecasting – your posting plans and what you need to tell us**

4.4.1 You or your agent must notify us of your monthly, weekly and daily posting plans according to the forecasting process we notify to you.

4.4.2 If you want to hand over more than 4000 letters or 1000 large letters or parcels, you or your agent must notify us of the actual number of items you want to hand over. You must do this by 3pm on the working day before the handover (or, if the handover is scheduled for a day which is not a working day by 3pm on the Thursday before that day), unless we agree a different requirement or a different requirement is set out in the additional terms.

4.4.3 You or your agent must include the following details in the forecast you give us in line with clause 4.4.2:

- Your or your agent's name
- Your account number where possible
- The handover point
- Volumes (by class and format for each product)
- For our International products, the country the item is going to and the weight of the item

4.4.4 You or your agent must notify us by 10am on the day of the handover if the number of items you will hand over varies by up to 5% from the number you previously gave us. We do not have to accept any items which vary by more than 5%.

4.4.5 You or your agent must notify us at least four weeks before the posting date if you want to hand over an exceptional posting.

#### 4.5 **How your items should be presented**

4.5.1 In each posting, you or your agent must only include items you want us to handle under the specific terms for that individual product. You must not mix together items that are to be dealt with under different products or under your separate product agreements.

4.5.2 You must present items in line with the additional terms.

4.5.3 You must make sure each item bears a complete and accurate address, including a postcode on the outside packaging.

4.5.4 You must use only our property to carry out your duties under this agreement, unless we agree otherwise.

4.5.5 You must provide all bundling materials, such as rubber bands, strapping and bundling ties.

4.5.6 For each posting which is the same shape, size and weight, you must make sure that each posting is made up of either:

- all letters
- all large letters
- all A3 parcels
- all parcels

You can include items of different formats, mixed weights and different shapes and sizes in a single posting. For a posting that includes a mixture of formats, we may charge you as if the posting is made up of all items of the largest format. You must make sure that any mixed-weight or mixed-size postings (whether they have been sorted by hand or otherwise) meet the additional terms, including how you give us information about the item.

- 4.5.7 You or your agent must ensure that each container, cage, bag or tray used is filled before you start to fill the next one. You must not have more than one part filled container for each posting.
- 4.5.8 You must make sure that every item included in a posting has a valid payment mark on it to show that postage has been or will be paid. An item must not have on its cover any counterfeit or fake payment marks.
- 4.5.9 You or your agent must load all bags or containers into our vehicles in line with our policies and procedures for working safely, which we notify to you if we are collecting your items. We may decide to help you load or unload, but we do not have to. If you store filled bags temporarily for collection in containers or cages, you must fill up the containers or cages before filling a new one.
- 4.5.10 You or your agent must unload all bags or containers from your or their vehicle in line with our policies and procedures for working safely, which we notify to you if you or they are delivering items to us.
- 4.5.11 You must make sure that, for each posting, the total weight of any:
- wheeled container is not more than 250 kilograms;
  - cage is not more than 750 kilograms;
  - bag is not more than 11 kilograms;
  - tray is not more than 10 kilograms; and
  - strapped bundle is not more than 6.4 kilograms.

In each case, the total weight includes the weight of the container.

- 4.5.12 You must make postings on working days only unless we agree otherwise. If we agree to receive a posting on a day which is not a working day, we will treat this as a posting you have made on the next working day.
- 4.5.13 You must make sure you or your agent delivers each posting to the handover point, or makes the posting available for us to collect from the handover point, by the latest posting time we have agreed.
- 4.6 If you or your agent hand over a posting after the latest posting time, we will aim but do not guarantee to process that posting as if we had received it by the latest posting time, depending on any conditions we believe are reasonable. When we measure the quality of our service we will consider that

posting to have been made on the following working day. You must make sure that you show the following working day on all the documents that come with that posting. We may amend the documents that come with your posting to reflect the new date of posting if you fail to do so.

#### **4.7 Documentation**

- 4.7.1 You must make sure that each posting of sorted products comes with a customer collection receipt at each handover and at least one paper copy of a confirmed sales order that working day (or, if there is a failure of a system or internet provider, the order number provided by us and presented with the handover on your headed paper).
- 4.7.2 For all other products, each handover must come with a customer collection receipt **or** a paper copy of a confirmed sales order (or, if there is a system or internet provider failure, the order number provided by us and presented with the handover on your headed paper), with at least one paper copy of a confirmed sales order each working day.
- 4.7.3 You must make sure that each posting comes with any other documentation in line with the additional terms. Some documentation is needed with every handover. We do not have to accept any posting that does not come with the required documentation set out in this agreement and clause 4.7.1 or 4.7.2 as appropriate, save where otherwise agreed in writing between you and us in advance.
- 4.7.4 If you or your agent is handing over a number of postings or combining postings, you or your agent must provide a paper copy of a confirmed sales order for each account on the final handover for that posting on each working day.
- 4.7.5 You must make sure you fill in each confirmed sales order clearly and accurately to allow us to accurately calculate the postage due.
- 4.7.6 We may try to contact you or your agent to resolve any differences in the information you give us in your documentation and the results of any checks we may make. However, any differences between the information shown on the confirmed sales order and the actual posting may lead to a delay in handling your items. If we are not able to contact you or your agent to correct any differences, we have the right to amend the confirmed sales order to show the full value of postings made or to do any of the things described in clause 13.

#### **4.8 Contents of items**

- 4.8.1 You must make sure that the contents of all items do not breach the UK Code of Non-broadcast Advertising, Sales Promotion and Direct Marketing (CAP Code). If the Advertising Standards Authority (or any body that takes over its role) accepts any complaint relating to you breaching the relevant codes seriously or persistently, we may:

- end this agreement in line with clause 14; or
- withhold or take back from you the discount for the posting.

You must also make sure that the contents are not offensive, indecent or threatening and that they meet all relevant laws and regulations.

- 4.8.2 You must make sure that items do not contain any valuables, unless specifically allowed in the specific terms.
- 4.8.3 You must make every effort to apply the latest version of the Mailing Preference Service's Suppression File to all consumer prospect lists. You can get this file from the Mailing Preference Service, DMA House, 70 Margaret Street, London W1W 8SS.
- 4.8.4 You or your agent must always use the latest version of the databases for each product, where this applies, as given in the additional terms. We will notify you what the latest version is. You may lose a discount if you do not use a valid product database.
- 4.8.5 We will bear no responsibility in the event that you or your agents are in breach of this clause 4.8.

4.9 **Restricted and Prohibited Materials**

- 4.9.1 You must make sure that you comply with any prohibitions, restrictions or specific requirements in the United Kingdom or the destination country for international deliveries. Restrictions 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.
- 4.9.2 You must not post restricted materials unless you comply with the restrictions and specified requirements set out on [www.royalmail.com/restrictedgoods/business](http://www.royalmail.com/restrictedgoods/business) (or any replacement URL) or in any applicable specific terms or operational terms applying to such restricted materials.
- 4.9.3 You must not post prohibited material and you may be liable to prosecution if you do so.
- 4.9.4 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 you posting prohibited materials or not complying with the restrictions and/or requirements applying to restricted materials.

- 4.9.5 If we have reasonable suspicion that an item contains prohibited materials or restricted materials (and does not comply with the relevant restrictions or requirements) we may open that item or delay processing and delivery.
- 4.9.6 If you post an item containing any prohibited materials or restricted materials (and do not comply with the relevant restrictions or requirements) we may deal with such item in our sole and absolute discretion (without incurring any liability whatsoever to you or your intended recipient) including destroying or otherwise disposing of such item in whole or in part, or returning the relevant item to you. We are entitled to charge you:
- the cost of disposal and/or destruction;
  - the standard postage price; and/or
  - all other costs reasonably incurred by us.
- 4.9.7 We may, acting reasonably, add or remove items from the list of prohibited materials and/or restricted materials (and may vary any applicable restrictions) without notice, but will endeavour to make the details of such additions, deletions or variations available on our website. You must check the list of prohibited materials and restricted materials (and any applicable restrictions) prior to posting any item.
- 4.9.8 You may not send liquids with a volume over one litre to international destinations. If you send liquids over this volume threshold, or other items that are not acceptable for air transport to domestic destinations they will be diverted to road transport and there may be delays in delivery as a result of this. We will not be liable for any such delays.
- 4.9.9 We will bear no responsibility in the event that you or your agents send prohibited or restricted materials using the wrong product, or the wrong packaging specified in the additional terms for that product.
- 4.10 **Sanctions laws**
- 4.10.1 You must make sure that any items you wish us to handle and deliver are not prohibited under applicable sanctions laws, for example because of their contents, their intended recipient or the country to or from which they are to be sent. Information about sanctions can be found on our website at [www.royalmail.com/international-sanctions](http://www.royalmail.com/international-sanctions) (or any replacement URL).
- 4.10.2 If your items need a licence under applicable sanctions laws it is your responsibility to obtain it and (if we ask for it) you must provide us with acceptable evidence that you have it.
- 4.10.3 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 you not complying with sanctions laws.
- 4.10.4 If we have reasonable suspicion that because of its contents an item does not comply with sanctions laws we may open that item or delay processing and delivery.
- 4.10.5 If you post an item which does not comply with sanctions laws we may deal with such item in our sole and absolute discretion (without incurring any liability whatsoever to you or your intended recipient) including destroying or otherwise disposing of such item in whole or in part, or returning the relevant item to you. We are entitled to charge you:

- the cost of disposal and/or destruction;
- the standard postage price; and/or
- all other costs reasonably incurred by us.

4.10.6 We will bear no responsibility in the event that you or your agents send an item with the wrong licence required under sanctions laws.

#### 4.11 Reselling

You must not resell (or allow anyone to resell) to consumers and small business end users, through physical premises such as shops or websites offering drop-off locations, any products covered by your agreement with us, without first getting our permission in writing. We are entitled to withhold this permission and before we grant it we may set any conditions we feel are necessary.

## 5 Charges

5.1 You agree to pay the charges for the products you use in line with this clause.

5.2 We will set up an account with you for postage for as long as the agreement lasts, in line with the account terms.

5.3 Unless we require you to pre-pay for the products, we will send you invoices for the products each week and you must pay all invoices in full within 30 days of the date of the invoice, unless we agree otherwise.

5.4 We will send invoices to the address you give us for this purpose. If you have an online business account with us, you can also view your invoices at [www.royalmail.com/oba](http://www.royalmail.com/oba).

5.5 If you think we have made an administrative mistake in the amount of an invoice you must, within seven days of the date of the invoice, notify us, and give us all relevant information to support your claim. If we agree with you, we will make an adjustment to your invoice as necessary.

5.6 Unless otherwise stated, the charges set out in the rate card do not include VAT. You must pay any VAT due on the charges, which will be added to your invoice at the then current rate.

5.7 If you do not pay us (or we have a good reason for believing you will not pay us) in line with clause 5.3, we will be entitled to:

5.7.1 stop carrying out our duties under this agreement without having a responsibility to you, as long as we have first given you reasonable notice that we plan to do so;

5.7.2 charge you daily interest on all amounts you do not pay from the date they are due until we receive the payment in full. The interest will be at a yearly rate equal to 4% above the base lending rate of The Bank of England; and

5.7.3 if you do not pay us for any products in line with this clause 5, in addition to our other rights we can offset any amount we owe you under this agreement against any amounts you owe us. We will offset amounts against the oldest unpaid invoice first.

- 5.8 If we stop providing the product, we will notify you what you need to do before we can start providing the product again.
- 5.9 If you do not pay an invoice, we may ask a debt-collection agency to collect the payment on our behalf. If we do this, you must pay us an extra amount. This will not be more than the reasonable costs we have to pay to the agency, who will add the amount to your debt on our behalf. This term applies even if this agreement has ended.

## **6 Your information**

- 6.1 From time to time we may be obliged by our Regulator to provide it with certain information about you including your names and address.
- 6.2 You and we agree to comply with the provisions and obligations imposed by the Data Protection Act 1998 and the Data Protection Principles set out in that Act, in processing personal data (as defined in that Act) and will indemnify each other in respect of any loss or damage caused by a breach of this clause 6.2.
- 6.3 For further information about how we use personal data please see our Privacy Policy at **[www.royalmail.com/privacy-policy](http://www.royalmail.com/privacy-policy)**

## **7 Intellectual property**

- 7.1 You may not use our intellectual property without first getting our permission in writing. Before we withhold or grant this permission, we may set any conditions we feel are necessary.
- 7.2 We will continue to own any intellectual property in any documents, materials or property we provide you with under this agreement.
- 7.3 You must not register or try to register in any country any intellectual property rights in our intellectual property or our property or any trademarks, designs, patents, domain names, trading names or business names that are similar to any of the ones we own. You must not use or try to register product and service names, logos, trademarks, designs or domain names if they are in a form which is likely to cause confusion or affect the distinctive character of our intellectual property.
- 7.4 All rights, titles and interest in our intellectual property belong to us and will always belong to us or any member of our group companies.
- 7.5 Nothing in this agreement will give you or your agents a right or licence to make any use of our intellectual property. If you wish to use any of our intellectual property you must first seek our consent to which we may attach such conditions as we see fit.
- 7.6 Irrespective of your compliance with clause 7.5 any goodwill arising from your use of our intellectual property will automatically accrue to us, and you must, at your own expense, sign a confirmatory assignment of such goodwill if we ask you to do so.

## **8 Confidentiality**

- 8.1 You and we will treat the terms of this agreement as confidential and will not share any of its contents with another person without the other's written consent.

## **9 Subcontractors**

You must make sure your agents and subcontractors keep to the terms of this agreement.

## **10 Our property**

- 10.1 From time to time we may provide you with items of property. We will provide containers or other equipment under any terms and conditions we think are appropriate.
- 10.2 The property will continue to belong to us. You or your agent must keep the property in a secure location, in good condition and use it only for the final preparation of the items, and transporting and handing them to us, for us to handle under this agreement. You must not let anyone else use the property.
- 10.3 We may inspect our property at any time, whether on your premises or those of your agent.
- 10.4 We may give you notice to return all or any of our property if:
- 10.4.1 you do not comply with clause 10.2;
- 10.4.2 we feel you have held the property for longer than is necessary for you to carry out your duties under this agreement.
- We may also ask you to return the property at any time and for any reason after giving you at least two weeks' notice.
- 10.5 You must return any property as soon as possible and in any case within seven days of receiving our written request or the agreement ending. If you do not, you acknowledge that we may charge you for replacing it.
- 10.6 If for any reason you or your agent do not return any items of property in line with clause 10.4, or any of the items you or your agent return are damaged (not including fair wear and tear), you must pay us the cost (including VAT) of replacing those items with new ones. If we give you an invoice for these costs you must pay that invoice within 14 days of receiving it. You must return all items of damaged property to us.

## **11 Matters beyond our reasonable control**

- 11.1 Sometimes we may not be able to provide the products because of something beyond our reasonable control (such as war, acts of terrorism, extreme weather conditions, earthquakes, fire, floods, traffic congestion, mechanical breakdown (including of machinery, equipment, and vehicles), any public or private road being blocked, or industrial action and the outcomes of it if this prevents us from providing our usual products).

- 11.2 If this happens, we will not be responsible to you. However, we will try to notify you promptly about any event which affects how we provide the products.
- 11.3 We will try to continue to carry out our duties without having to run up any extra costs.
- 11.4 If we are not able to carry out our duties fully for more than four weeks in a row, you can end this agreement by giving us notice.

## **12 Our responsibility to you**

- 12.1 Other than for products to which the Scheme applies, as listed in Appendix A (and which are subject to the terms of the Scheme), we will have no liability to you at all other than as expressly set out in this clause 12.
- 12.2 We will not pay you compensation for loss or damage of any item unless the item was sent using one of our tracked products.
- 12.3 We will not be responsible for loss or damage to any items which do not meet the terms of this agreement.
- 12.4 We will not pay you compensation if we deliver items late unless you have sent the items by a product which specifically includes compensation for delay.
- 12.5 Regardless of any other term in this agreement, but subject to clause 12.9 of these general terms, our total combined liability to you in relation to any item will not exceed the amount you paid for us to provide products in relation to that item.
- 12.6 We will make any compensation payments for which we may be liable under our tracked products and as set out in the specific terms by crediting your account with us or, if your account has been closed, by cheque within 30 days of the date when we agree your claim is valid.
- 12.7 We will treat all items you post under this agreement the same as items sent by ordinary post. In particular, we will not keep detailed records of you posting, or us delivering, the item.
- 12.8 We will not be responsible for any items you post under this agreement once we have delivered them to a foreign postal service which delivers post in that country.
- 12.9 We will not be responsible to you in any circumstances for:
  - 12.9.1 loss of profit, loss of business, loss of goodwill or loss of business opportunity; or
  - 12.9.2 any type of special or indirect loss, or loss as a result of something else happening, as a consequence of the loss, damage or delay to your item.
- 12.10 We will not be responsible for refusing to collect, accept, process or deliver items which do not meet the terms of this agreement.

- 12.11 We will have no liability in respect of any items which do not comply with the terms of this agreement.
- 12.12 We accept unlimited responsibility for personal injury or death caused by something we have done or failed to do.
- 12.13 Each term of this agreement that excludes or limits our responsibility applies separately. If any part is disallowed or is not in force, the other parts will still apply.

### **13 If you fail to carry out your duties or you breach the agreement**

- 13.1 If we find that you have not carried out any of your duties or you have breached any term of the agreement (including giving us the wrong details about the posting), we may contact you or your agent to decide what action we will take. We may take any of the following actions:
  - 13.1.1 holding the items until you give us complete and accurate documentation;
  - 13.1.2 reworking the items or returning the items to you for you to rework at your own cost (in each case we may charge you extra amounts to cover our costs) or you can collect them and rework them at your own cost;
  - 13.1.3 delivering the items using the most suitable alternative product, in which case the postage, fees, and conditions of that product will apply;
  - 13.1.4 collecting, accepting or processing your posting in full at a later date than the day of the handover;
  - 13.1.5 charging you for any operational and administrative costs, expenses, claims, or any other costs incurred by us as a result of your non-compliance with this agreement and a minimum fixed charge may apply, as notified to you from time to time;
  - 13.1.6 refusing to collect, receive, accept, process or deliver the posting;
  - 13.1.7 ceasing to provide the products to you; or
  - 13.1.8 ending this agreement in accordance with clause 14.2.
- 13.2 If we try to return your items to you in accordance with 13.1.2 and you or your agent refuses to accept any return of the items, we may hold the items for up to 14 days. During this time you or your agent can ask us to return the items to you or your agent and we may charge you a reasonable extra charge for this. If we have not heard from you or your agent within 14 days, we can destroy the items and we may charge you a reasonable extra charge for this. You must pay any extra charges within seven days of receiving a valid invoice from us.

### **14 Ending or suspending the agreement**

- 14.1 We can end this agreement or stop providing any of the products by giving you at least one month's notice. You can end this agreement by giving us at least one month's notice.
- 14.2 We can end this agreement or stop providing any of the products immediately if, in our reasonable opinion, you:
  - 14.2.1 use any product in a way that breaks any law that applies;

- 14.2.2 use any product fraudulently or in connection with a criminal offence;
- 14.2.3 are in breach of clause 4.9 or 4.10;
- 14.2.4 do anything which damages or may damage our reputation or business or that of our parent, sister or subsidiary companies; or
- 14.2.5 are in breach of clause 7.
- 14.3 Either of us may end this agreement immediately by giving notice to the other if the other is not complying with any of its responsibilities under this agreement and:
  - 14.3.1 it cannot do anything to put the matter right; or
  - 14.3.2 it can do something to put the matter right but fails to do so within 14 days of being asked.
- 14.4 Either of us may end this agreement immediately by giving notice to the other if:
  - 14.4.1 the other becomes bankrupt or is not able to pay its debts;
  - 14.4.2 the other passes a resolution for winding up its business, or a court makes an order to wind up the business (in either case, other than for the purposes of reorganisation);
  - 14.4.3 a receiver, manager or an administrator is appointed over any or all of the assets of the other;
  - 14.4.4 the other makes any arrangement with or for the benefit of its creditors; or
  - 14.4.5 the other or anyone it employs or for whom it is responsible break any applicable anti-bribery or anti-money laundering laws and/or regulations in connection with this agreement and/or any related products unless the circumstances in clause 14.5 apply.
- 14.5 Neither of us will be entitled to end this agreement in line with clause 14.4.5 if the breach was by an employee who was not a director or senior officer nor acting with the consent or connivance of a director or senior officer or was by an agent or subcontractor and the other arranges for that person to be removed from all involvement with this agreement and any related products within 30 days of becoming aware of the breach.
- 14.6 If either of us does not use our rights against the other immediately, we can still do so later. If either of us waives a breach of this agreement by the other, that waiver is limited to that particular breach.
- 14.7 If either of us ends this agreement, we will keep the rights we have against each other up until the date the agreement ends.

## **15 Resolving disputes**

We will try to resolve any disputes with you. However, if we cannot agree, either of us can refer the dispute to any recognised dispute resolution service.

## **16 Notices**

- 16.1 Any notice we ask you to provide under this agreement must be given in writing in English or Welsh.
- 16.2 When we need to contact you or send you a notice, we may use your invoice address, email address, or other address that you have provided to us. You must keep your account with us updated with a valid email address.
- 16.3 Any notice or communication which we send to you (whether by post or by email) may include a link to our website to access further information.
- 16.4 If you need to send us a notice, you must use either the address on your last invoice or any other address we have given to you for that purpose.
- 16.5 You must send notices to us either by first-class post, by a signed for service, by courier, by email or by fax. You can also deliver them to us in person.
- 16.6 Unless clause 16.7 applies, we will class any notice to have been given:
  - 16.6.1 if it was sent by email, fax, or courier or delivered by hand, when received at the place it was sent to (and in the case of a notice sent by email if an out of office message is received the notice is classed as having been received) unless if the time you or we receive the notice is after 5pm on any working day, in which case we will class the notice as having been received at 9am the following working day; or
  - 16.6.2 if it was sent by post or by a signed for service, two working days after the date it was despatched.
- 16.7 Notices sent by fax or email and for which the sender has received an automatic report or reply that the fax or email was not successful or was undeliverable are classed as having not been received.

## **17 Changes to this agreement**

- 17.1 We may change the terms of this agreement or introduce new terms for our products by giving notice to you and/or by publishing such changes or new terms on our website.
- 17.2 We will notify you of a price increase or a change to your agreement which we believe to be significant, at least 30 days before it happens.
- 17.3 Sometimes we may need to make changes to our charges or the terms and conditions of a product for reasons which are outside our control, or for legal or regulatory reasons. If we need to make changes for these reasons, we will let you know as soon as we can, but we will not have to meet the timescales in clause 17.2.

## **18 Transferring this agreement**

- 18.1 We may transfer our rights and duties under this agreement or arrange for any other person to carry out our rights and duties under this agreement.
- 18.2 Unless clause 18.3 applies, you must not transfer any of your rights or duties under this agreement.

18.3 You can use another person to carry out any of your duties as long as you notify us first. You will be responsible to us for any action that person takes.

## **19 General**

19.1 A person who is not involved in this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of it.

19.2 If any court with the correct authority finds any term of the agreement to be invalid, illegal or unenforceable, this will not affect the other terms of this agreement.

19.3 If at any time the pound (sterling) is replaced by the euro, we will class the amounts of sterling set out in the rate card to have been converted into amounts of the euro at the rate set out in any regulation or directive.

19.4 This agreement is governed by English Law.

## **20 Complaints**

We take any complaint very seriously, and we have procedures in place which will allow us to handle any complaint fairly and quickly. If you want to make a complaint, you can write to us at:

Royal Mail Business Customer Services  
Drake House,  
Breakwater Road,  
Plymouth  
PL9 7HJ

Alternatively you can email us at [businesscomplaints@your.royalmail.com](mailto:businesscomplaints@your.royalmail.com)

## **21 Agreement**

We, the customer, have read, accept and agree to keep to these general terms and the other documents referred to in these general terms, which Royal Mail provides from time to time and which are on Royal Mail's website at [www.royalmail.com/termsandconditions](http://www.royalmail.com/termsandconditions)

## Appendix A

### 1. Table of products

For full details of all available product options, please refer to the relevant specific terms or operational terms.

Product name
Royal Mail Advertising Mail®
Sustainable® Advertising Mail
Advertising Mail™ with Response
Royal Mail Publishing Mail®
Business Mail 1 <sup>st</sup> Class
Royal Mail Business Mail®
1 <sup>st</sup> Class Account Mail (Parcels)
2 <sup>nd</sup> Class Account Mail (Parcels)
Business Reply Standard
Business Reply Plus
Freepost Standard
Freepost Plus
Freepost NAME
Pre-Pay Reply
Admail
Royal Mail Special Delivery Guaranteed by 9am®
Royal Mail Special Delivery Guaranteed by 1pm®
Royal Mail Special Delivery Guaranteed Returns®
Business Mail Secure
Royal Mail 24®
Royal Mail 48®
Royal Mail Tracked 24®
Royal Mail Tracked 48®
Royal Mail Tracked Returns® 24
Royal Mail Tracked Returns® 48
International Business Mail
International Business Mail Response
International Business Parcels
International Business Parcels Returns
Early Extraction™
Early Collect™
Presorted Delivery

**The Scheme applies to the following products\*** (which for the avoidance of doubt, are different from the products listed above, although they may share the same generic product name):

Royal Mail 1st Class®
2 <sup>nd</sup> Class
Royal Mail Signed For® 1 <sup>st</sup> Class
Royal Mail Signed For® 2 <sup>nd</sup> Class
Special Delivery™
International Standard
International Economy
International Tracked
International Signed
International Tracked & Signed

\*You can get more information on the Scheme and the products it covers at [www.royalmail.com/scheme](http://www.royalmail.com/scheme) from a member of your account team, or from our Sales Centre on 08457 950950.