



Royal Mail Specific Terms for Parcels

relating to:

Royal Mail 24 and Royal Mail 48™
Royal Mail Tracked 24 and Tracked 48™
Royal Mail Tracked Returns 24 and Tracked Returns 48™
Special Delivery Guaranteed by 9am and
Special Delivery Guaranteed by 1pm™
Special Delivery Guaranteed Returns™
1st Class and 2nd Class Account Mail (Parcels)

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Royal Mail Specific Terms for Parcels

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:
- 1.2.1 our general terms;
 - 1.2.2 the additional terms (including the user guide); and
 - 1.2.3 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.

actual posting profile	is the indicator of your actual postings which we establish by sampling your postings to compare the actual profile of the items you send (including details of the customer name, account number, delivery postcode and number of items) with the information in the pre-advice
agreed percentage	the percentage of Special Delivery Guaranteed by 9am or Special Delivery Guaranteed by 1pm items to be delivered on Saturdays, as specified in the price confirmation letter
amendment notice period	the period of 30 days after we have notified you of an increase in your charges
average daily posting	the average number of postings each day, calculated by dividing your total number of postings each year by the number of days each year on which you make a posting
bank holiday	any public or bank holiday in any part of the UK or Northern Ireland
barcoded services guide	the document available on our website at http://www.royalmail.com/sites/default/files/RM_COSS_Guide_May2012.pdf (or such replacement URLs) with the title "Royal Mail Customer Systems, Barcoded Services, Documentation Guide for Customers Own Systems"
BFPO	British Forces Post Office
clear addressing guide	the guide for letter envelope design and clear addressing available on our website at http://www.royalmail.com/sites/default/files/Guide_for_clear_addressing_August2012.pdf (or such replacement URLs) as amended from time to time
customer sortation database	the Microsoft Excel™-based database which sets out the correct container selection for every postcode
initial charges	the charges calculated by us initially based on the information you provide us before we start providing the parcel products to you
initial period	the first three months from the date we begin to provide you with parcel products under the agreement
initial posting profile	your expected posting profile calculated by us initially before we start providing the parcel products to you, based on the information you provide to us at that time
intended recipient	the person the item is addressed to
label design guidelines	the guidelines set out in the barcoded services guide available on our website at www.royalmail.com (or such URL as may be notified to you from time to time by your Account Manager) and such other guidelines as we may from time to time provide
late access service	the service whereby we may collect your items later than your normal latest posting time on a working day
material	any of your material which promotes the Royal Mail Safeplace™ option to your customers, including co-branded material with your own name and logos
nominated location	the alternative delivery location for your item(s) specified by you
notification option	the option, which is currently available for Royal Mail Tracked 24 and Tracked 48 and which we may provide for Special Delivery Guaranteed By 9am and Special Delivery Guaranteed By 1pm whereby we will provide the intended recipient of an item with notification of the delivery status of their item

parcel products	the products listed in Appendix A
posting day	a working day on which we accept items from you for delivery on the terms of this agreement
pre-advice	the electronic pre-advice file which you must give us in the form we specify
proof of delivery	evidence of receipt obtained from the intended recipient or their representative at the time of delivery
proof of posting	a certificate of posting or posting receipt obtained when posting an item at a Post Office®
representative	someone other than the intended recipient at the delivery address or a neighbour
return item	an item returned to you in the post by or on behalf of the intended recipient
Saturday guaranteed delivery	a service available for items sent using Special Delivery Guaranteed by 9am or Special Delivery Guaranteed by 1pm which, for an additional fee, guarantees delivery on a Saturday for items handed over to us on Friday, either by 9am or 1pm depending on level of service purchased
security checks	the rigorous checks of items which we are required to carry out in accordance with the laws or regulations of other jurisdictions, or as part of our security operations
selection	the selections that you or your agent make for Royal Mail 24 and Royal Mail 48 items in line with the customer sortation database
Signature Capture option	the option available for Royal Mail Tracked 24 and Royal Mail Tracked 48 whereby we agree to obtain a signature from the intended recipient or their representative of an item which we deliver in line with clause 5.21 of these specific terms
Signed For™ option	the option, whereby we will only deliver an item once proof of delivery has been obtained from the intended recipient of the item or their representative, which is available for Royal Mail 24 and Royal Mail 48, Royal Mail Tracked Returns 24 and Royal Mail Tracked Returns 48 and 1st Class and 2nd Class Account Mail (Parcels)
site	the premises from which your items are sent or to which they are returned
site inspection	an inspection of your sites to assess your posting profile and to check the average size and weight of items that you post
status information	information regarding the status of your items
technical specifications	the technical specifications available on our website at www.royalmail.com (or such URL as may be notified to you from time to time by your Account Manager)
Tracked Returns enhancements	has the meaning given in clause 6
user guide	the document called 'Parcels User Guide'
working day	subject to clause 7.5, Monday to Saturday, and in the case of Special Delivery Guaranteed by 9am and Special Delivery Guaranteed By 1pm items Monday to Friday (and may include Saturday if you have opted to have a Saturday guaranteed delivery), of any week excluding any bank holiday in any part of the UK or Northern Ireland
wrapping and packaging guidelines	our wrapping and packaging guidelines available on our website at http://www.royalmail.com/packaging (or such replacement URLs)

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:
- 3.3.1 each posting contains only parcels, large letters, Special Delivery Guaranteed by 9am items or Special Delivery Guaranteed by 1pm items which are the same class or delivery speed; and
 - 3.3.2 each posting is presented separately from any of our other products.
- 3.4 You or your agent can make more than one posting at the same time if each posting keeps to the terms of the agreement.
- 3.5 You or your agent must ensure that each posting 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 a Royal Mail location that we agree with you.

Delivering your items

- 3.7 The table below sets out the delivery speeds that will apply to each of the parcel products:

Product	Delivery Speed	Main exclusions
Royal Mail 24	Aim to deliver the next working day	
Royal Mail 48	Aim to deliver the majority of your items within 2 working days, with a small minority within 3 working days	
Royal Mail Tracked 24	Aim to deliver the next working day	GY, HS2, IM, JE, KW16-17, PA61-PA75, PA78, PH30, PH41-PH44 and ZE2-3 postcodes
Royal Mail Tracked 48	Aim to deliver within 2 working days	BT, GY, HS, IM, JE, KW, ZE2 and ZE3 postcodes
Royal Mail Tracked Returns 24	Aim to deliver the next working day	
Royal Mail Tracked Returns 48	Aim to deliver the majority of your items within 2 working days, with a small minority within 3 working days	

Special Delivery Guaranteed by 9am	<p>Delivery by 9am* the next working day or on a Saturday if you chose Saturday guaranteed delivery</p> <p>(*Where we know from previous experience that a recipient is unlikely to be available to receive an item before 9am, then we may deliver the item by 9.30am.)</p>	<p>Unavailable for delivery to Guernsey, Herm, Sark, Alderney and addresses on Isle of Man outside IM1 postcode area. As we are unable to deliver by 9am in the following postcode areas, please refer to the Special Delivery Guaranteed by 1pm section in this table for postcodes to: AB30-39, AB41-45, AB51, AB53-56, AB52, BD23-BD24, BT35, BT44, BT47,BT51,BT53-54, BT70-71, BT76-77, BT81, BT92-94, DG7-9, HG3, HS1-6, HS7-8, HS9 Castlebay- Barra, IM (except IM1), IV (except IV1), KA27-28, KW, LA18, LA20, LD1-4, LD6, LN4-6, LN10, PA20-49, PA60-75, PA76-78, KW15 (Kirkwell Town), KV16 (Stromness Town only), PH 15 - 29, PH30 - 40, PH45 - 50, PH42-44, PH30-41, PL3, PL29, SY25, TR12-13, TR17-20, TR21-26, YO41, YO43, YO51, YO60, YO61, YO62, ZE1-3 and FK17-21</p>
Special Delivery Guaranteed by 1pm	<p>Delivery by 1pm the next working day or on a Saturday if you chose Saturday guaranteed delivery</p>	<p>Delivery by 5.30pm the next working day to postcodes: AB30-56, IV21-28, IV40,IV 52, IV54, KW1-14, PA28-38, PH15, 17-26, PH31-40, PH49-50, HS1, HS3-9, IV41-51, IV55-56, KA27-28, PA20 (0-9), PA41-49, PA60, PA77, KW15, KW16 (Stromness Town only), GY9 (Alderney only), ZE1 (Lerwick), HS3 . Delivery after two working days by 5.30pm for postcodes: GY1, GY9 (Sark), HS2, PA61-75, PA78, ZE2-3. Delivery after 3 working days by 5.30pm on the third working day to postcodes: KW16-17, PH30, PH41-44.</p> <p>Our Saturday guaranteed delivery is not available to Herm, Sark; and for Alderney guarantee is Saturday by 5.30pm.</p>
1 st Class Account Mail (Parcels)	Aim to deliver by the next working day across the UK	
2 nd Class Account Mail (Parcels)	Aim to deliver within 2/3 working days across the UK	

- 3.8 If we have agreed to provide you with our Local Collect Business service, we will deliver Local Collect Business items to the Post Office® branch shown on the address label. We will handle all Local Collect Business items in line with the terms and conditions for that service available on our website at www.royalmail.com/localcollect (or such replacement URLs).
- 3.9 We will only accept items for handing over to BFPO addresses if they conform to the current specification on the BFPO website (see www.bfpo.mod.uk/how_to_address_your_mail.htm (or such replacement URLs)). This may include addressing format, maximum weight and dimensions which may be more restrictive than those set out in Appendix B. If items do not conform to the BFPO specification and are subsequently rejected by BPF0, we have no responsibility for the return of these items. We will not scan items for handing over to BFPO at a Delivery Office or at the intended recipient's address or at the address of their representative (as the case may be).
- 3.10 You can refer to our website at <http://www.royalmail.com/packet-despatch-low/international-delivery> (or such replacement URLs) for details of the destinations outside the United Kingdom to which we will deliver items and the parcel products which you may use to deliver items to such destinations.

Pre-advice

- 3.11 If we ask you for pre-advice, you must give us the pre-advice for each posting you hand over no later than the time we agree with you. The pre-advice must list, among other things, each item in the posting and its weight, and those items that require a signature or SMS/email notification.
- 3.12 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.
- 3.13 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

- 3.14 You must ensure that your items are:
- 3.14.1 correctly labelled and addressed in line with clauses 3.14, 3.15, 5.10, the user guide and the clear addressing guide; and
 - 3.14.2 packaged in line with our wrapping and packaging guidelines.
- 3.15 You must ensure that at least 95% of items submitted each month are addressed in line with the "Your duties" section of the general terms.

Software/technology

- 3.16 If you use your own despatch management system, we may provide you with label design guidelines as amended from time to time and/or other printing or design requirements, which you must comply with in order to use our parcel products. Whether you use your own or our despatch management system, you must submit a number of sample printed labels for our approval before you hand over your first posting. We will notify you of the number of sample printed labels that we need from time to time and whether they meet our required standards.
- 3.17 If you use our online despatch management system, you must use it only for lawful and legitimate purposes and comply with the terms set out in the Royal Mail Online Services Terms and Conditions, which are available on our website at <http://www.royalmail.com/sites/default/files/RMDMO%20Terms%20%20Conditions%20October%202010.pdf> (or such replacement URLs).
- 3.18 We may provide you with barcodes and if we do you must use one of these barcodes on each item that you post. You must use each barcode for one item only. Your reproduction and use of such barcodes must comply with our barcoded services guide.
- 3.19 Where reasonably required by us, you must get and use the latest version of any software which we require our customers to use generally in order to use our online despatch management system. Any required software for use of our despatch management system will be notified to you. You must ensure that you keep such software up to date at all times during your use of our online despatch management system. Also, where you use your own despatch management systems you must configure those systems to the technical specifications provided by us as amended from time to time. We will not be responsible to you for any failure of our online despatch management system resulting from the failure of your systems to meet the relevant technical specifications.
- 3.20 If we have agreed with you that you must sort your items into selections in line with clause 4.10 of these specific terms, we will provide you or your agent with software for you to meet your duties under clause 4.10 as well as any other appropriate software systems. You or your agent must use any software we give you in line with the terms that we tell you or your agent. You must make all software and information used in connection with sorting your items available at all reasonable times for us to inspect. .

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

- 3.21 If you or your agent expect to hand over an exceptional posting you must provide the following information:
- 3.21.1 the format and size of each item contained in the posting;
 - 3.21.2 the average weight of the items in the posting; and
 - 3.21.3 the destination the items in the posting are going to.

Reports

- 3.22 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.
- 3.23 If we give you reports in line with clause 3.22 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 authorise 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 3.23.
- 3.24 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.
- 3.25 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.
- 3.26 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 3.22.
- 3.27 We may withdraw the provision of the reports at any time, without giving you prior notice.

Our property

- 3.28 If we are not able for any reason to supply you with enough property in line with the "Our property" section of the general terms, you can still make postings, as long as you meet the other terms of the agreement which are not affected by us failing to supply the property. Alternatively you may supply your own property, provided it complies with any standards and safety requirements which we may specify from time to time.

Restricted materials

- 3.29 Subject to the general terms, the restricted materials detailed in clause 3.31 may only be sent:
- 3.29.1 using Special Delivery Guaranteed by 9am, Special Delivery Guaranteed by 1pm, Royal Mail Tracked 24, Royal Mail Tracked 48 and Special Delivery Guaranteed Returns; and
 - 3.29.2 provided you comply with the terms, restrictions and requirements set out in the user guide, and at www.royalmail.com/restrictedgoods and www.royalmail.com/prohibitedgoods (or such replacement URLs).
- 3.30 For the avoidance of doubt, you may not send such items:
- 3.30.1 using 1st Class and 2nd Class Account Mail (Parcels);
 - 3.30.2 using Royal Mail 24 and Royal Mail 48;
 - 3.30.3 using Royal Mail Tracked Returns 24 and Royal Mail Tracked Returns 48 (subject to clause 3.32 below); or
 - 3.30.4 if you do not comply with the terms, restrictions and requirements set out in the user guide, and at www.royalmail.com/restrictedgoods and www.royalmail.com/prohibitedgoods (or such replacement URLs).
- 3.31 The restricted materials for the purpose of clause 3.29 are as follows:
- 3.31.1 aerosols for personal grooming or medicinal purposes;
 - 3.31.2 alcoholic beverages with an alcohol content less than 70% ABV but greater than 24% ABV;
 - 3.31.3 perfumes and aftershaves;
 - 3.31.4 nail varnish and nail polish;
 - 3.31.5 lithium ion and lithium polymer or lithium metal and lithium alloy batteries when sent in and with equipment;
 - 3.31.6 electronic items including lithium batteries of any kind when the batteries are sent with or installed in the electronic item; and

- 3.31.7 prescription medicines and drugs sent for scientific or medical purposes.
- 3.32 Subject to the general terms, clause 3.35 and clauses 6.21 – 6.28, the following restricted materials may be sent using Royal Mail Tracked Returns 24 and Royal Mail Tracked Returns 48, if you comply, and you ensure that any customers, agents or other parties using the parcel products referred to in clause 3.29.1 on your behalf comply, with all of the terms, restrictions and requirements set out in the user guide, and at www.royalmail.com/restrictedgoods and www.royalmail.com/prohibitedgoods (or such replacement URLs):
 - 3.32.1 lithium ion and lithium polymer or lithium metal and lithium alloy batteries when sent in equipment; and
 - 3.32.2 electronic items including lithium batteries of any kind when the batteries are sent installed in the electronic item.
- 3.33 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 posting a return item in breach of clause 3.32.
- 3.34 The user guide also sets out:
 - 3.34.1 consignment restrictions;
 - 3.34.2 packaging and labelling requirements;
 - 3.34.3 volume, size or quantity restrictions; and
 - 3.34.4 the number of receptacles per consignment.
- 3.35 If a return item falls within either of the following two categories:
 - 3.35.1 lithium ion and lithium polymer or lithium metal and lithium alloy batteries when sent in equipment; and
 - 3.35.2 electronic items including lithium batteries of any kind when the batteries are sent installed in the electronic item,the return item can only be posted at the counter of a Post Office® run by or on behalf of Post Office Limited.
- 3.36 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 and clause 3.34, we may dispose of such items locally.
- 3.37 You must notify us of the profile and/or volume of restricted materials you are posting 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.
- 3.38 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.
- 3.39 To make sure that you are keeping to this agreement we may audit your internal processes in the preparation of postings containing restricted materials if we consider it necessary to do so.
- 3.40 Nothing in clauses 3.29- 3.39 limits your responsibilities or our rights under the general terms.

Charges

- 3.41 You must pay all charges plus any surcharges (for example, fuel, volume or other surcharges set out in the additional terms) for the parcel products you use in line with the rates set out in the price confirmation letter or as notified to you from time to time. For details of fuel and other surcharges, please refer to our website at www.royalmail.com/surcharges (or such replacement URLs).
- 3.42 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:
 - 3.42.1 the profile of your postings; or
 - 3.42.2 the average weight of your postings; or
 - 3.42.3 the average size of your items; or
 - 3.42.4 the number of items you hand over.
- 3.43 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.
- 3.44 We may vary the charges immediately on giving you notice if we are required to by law.
- 3.45 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.
- 3.46 We may introduce or revise surcharges (for example, fuel or volume) from time to time by giving you not less than 30 days notice of such change. In particular, but without limiting the foregoing, these surcharges may be made or imposed as a result of an increase in costs outside our reasonable control, such as the cost of fuel.

- 3.47 If we have agreed to collect postings 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.
- 3.48 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.

Liability and compensation

- 3.49 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.
- 3.50 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.

Ending the agreement

- 3.51 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:
- 3.51.1 you do not meet the minimum posting requirements for your parcel products as set out in clauses 4.19, 4.20, 4.21, 5.30, 6.20, 7.22 and 9.12 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 posting levels in that 12 month period. In exercising this right, we will take account periods when you cannot make postings for any reason; or
 - 3.51.2 you do not ensure that at least 95% of items submitted each month are addressed in line with the "Your duties" section of the general terms; or
 - 3.51.3 we are of the reasonable opinion that provision of any of the parcel products to you is not compatible with our obligation under conditions imposed on us under the Postal Services Act 2011 to provide postal services at affordable prices determined in accordance with a public tariff which is uniform throughout the United Kingdom, on fair and reasonable terms and on every day on which a collection is required.
- 3.52 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.

4 Royal Mail 24 and Royal Mail 48

- 4.1 As well as the terms set out in clauses 1 to 3 above, you must meet the terms of this clause 4 for all postings using Royal Mail 24 and Royal Mail 48.

Delivering your items

- 4.2 We will aim but do not guarantee to deliver your items by the delivery times for Royal Mail 24 and Royal Mail 48 items set out in the table in clause 3.7.

Signed For option and proof of delivery option

- 4.3 You can send postings 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.
- 4.4 If you barcode your items to our specification we will provide confirmation of delivery via Track and Trace
- 4.5 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.
- 4.6 When we deliver an item sent using the Signed For option, the intended recipient or their representative must sign for it.
- 4.7 You may request proof of delivery and we may charge you an administration fee for this option, the price of which can be found on our website at <http://www.royalmail.com/package-despatch-low/uk-delivery/recorded-signed-for> (or such replacement URLs). 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.
- 4.8 You can obtain proof of delivery on our website at http://track2.royalmail.com/portal/rm/track.jsessionid=N0E1DOTC03AMSF2IGVGAQ.jsessionid=N0E1DOTC03AMSF2IGVGAQ?catId=22700601&emt=emt&track=track&default=default&imageRootPath=&loc=en_GB&keyname=track_home&gear=track (or such replacement URLs) for 12 months after the date of posting.
- 4.9 We will only refund the Signed For fee if a claim is made within 3 months of the date the item was posted.
- 4.10 If you produce labels using your own despatch management systems, you must apply the appropriate "orange flash labels" to your Signed For items as set out in the user guide. If you fail to do so we will not be liable for either providing you with a proof of delivery or for refunding the Signed For fee.

Sorting your items

- 4.11 You or your agent must make sure that you:
- 4.11.1 sort items into selections in line with our instructions; and
 - 4.11.2 comply with the requirements for sorting your items as set out in the user guide.
- 4.12 We may vary the instructions we provide you for sorting your items on giving you 30 days notice.
- 4.13 You or your agent must make sure that the sorting of items for each selection is at least 99% accurate.
- 4.14 You must allow us to carry out an accreditation check of the quality and accuracy of your address and postcode data. You must not make any postings under the agreement until you have applied for and received our approval, in writing, of the quality and accuracy of this data.
- 4.15 You should not take any approval we give in line with clause 4.13, or any findings or recommendations from our accreditation, to mean that we will not take action if you fail to keep to any of your duties under the agreement.
- 4.16 If you do not meet the terms of clause 3.15 you must reapply for accreditation of your data in line with clause 4.13.

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

- 4.17 You or your agent must tell us about your posting plans in line with the "Forecasting- your posting plans and what you need to tell us" section of the general terms.
- 4.18 For sorted items, you must also tell us the number of parcels and large letters you expect to post from each handover point to each separate postcode area at the following intervals:
- 4.18.1 at the start of the agreement with us;
 - 4.18.2 on every anniversary of the date the agreement began; and
 - 4.18.3 whenever that number changes.
- 4.19 You must give us this information in a Microsoft Excel electronic document, or in any other form we ask you for.

Minimum posting requirements

- 4.20 To be a Royal Mail 24 and Royal Mail 48 daily rate customer you must post at least 1,000 items each year from each of the sites we agree with you.
- 4.21 To be a Royal Mail 24 and Royal Mail 48 flat rate customer you must post at least 10,000 items, per format, per delivery speed each year from each of the sites we agree with you.
- 4.22 For Royal Mail 24 and Royal Mail 48 sorted items (whether you are a daily rate or flat rate customer), you or your agent must give us at least:
 - 4.22.1 250 items per day, if the number of selections is below 9;
 - 4.22.2 1,000 items per day, if the number of selections is between 9 and 20;
 - 4.22.3 5,000 items per day, if the number of selections is between 21 and 40;
 - 4.22.4 10,000 items per day, if the number of selections is between 41 and 60; and
 - 4.22.5 15,000 items per day, if the number of selections is 61 or more.

Charges

- 4.23 We will work out your charges using a daily rate or flat rate. You can find more information on these methods on our website at http://www.royalmail.com/sites/default/files/DesignedTo_SaveYouAPacket_Jan13.pdf (or such replacement URLs) and in your price confirmation letter.
- 4.24 We will work out the charges that apply to daily rate items based on our standard charges in force at the time of posting for the estimated average weight of the items. Details of our standard charges will be set out in the price confirmation letter or as notified to you from time to time.
- 4.25 We may vary the charges at any time on giving you 30 days notice, for example if the average volumetric of items in any posting exceeds 10 litres.

Flat rate

- 4.26 We will work out the charges that apply to the posting of flat rate items based on our standard charges in force at the time of posting. Details of our standard charges will be set out in the price confirmation letter or as notified to you from time to time.
- 4.27 For flat rate items you must agree with us a provisional charge for each format of parcel product before you make any postings under the agreement. This provisional charge will be based on your initial posting profile for each item you will post during the initial period which will be converted to an average price for each item for each parcel product by using the standard charges in force for flat rate items. We will tell you these provisional charges and you must pay these charges until we tell you in line with clause 4.27 or 4.28.

Posting profile

- 4.28 During the initial period we will sample postings to check the actual average weight of the items you post and we may adjust the provisional charges at the end of that period once we have given you 30 days notice. We will apply an adjustment to the charges for all postings you made during that period and the 30 day period of notice, and for all postings after the initial period. You must pay any charges you owe us as a result of this adjustment in line with the payment terms for the agreement.
- 4.29 After the initial period, we may, at any time, sample postings to check the average weight and size of items you post. If we do so, we can adjust the charges at the end of each sampling period, if there is a change to the weight or size of items you post as against your initial posting profile. We will tell you at least 30 days before we do this. We will not apply any retrospective debit to items posted or received after the initial period and the 30 day period of notice referred to in clause 4.27. We will not reduce your charges during this sampling process.
- 4.30 If the information you give us in relation to your Royal Mail 24 or Royal Mail 48 items leads us to reasonably believe that it will cost us more to deliver your items under the agreement, we will review the charges. We can adjust the charges to reflect the change to your posting profile after giving you at least 30 days notice (or more quickly by agreement with you).
- 4.31 We may at any time, on giving you not less than two days notice, carry out a site inspection to assess your posting profile and to check the average size, weight or volume of items that you post.
- 4.32 If, as a result of sampling or a site inspection, we establish that you despatch items which do not meet the agreed average size, weight or volume of items, or any other agreed profile criteria set out in the price confirmation letter or elsewhere, we may vary the charges on not less than 30 days notice in writing.

5 Royal Mail Tracked 24 and Royal Mail Tracked 48

- 5.1 As well as the terms set out in clauses 1 to 3 above, you must meet the terms of this clause 5 for all postings using Royal Mail Tracked 24 and Royal Mail Tracked 48.

Delivering your items

- 5.2 We will aim but do not guarantee to deliver your Royal Mail Tracked 24 and Royal Mail Tracked 48 items by the delivery times set out in the table in clause 3.7 except that we cannot give any target time for delivery for items we accept for handing over to BFPO addresses.
- 5.3 Confirmation of Delivery is provided for BFPO addresses but the confirmation is only to the BFPO in Northolt.
- 5.4 We do not deliver Royal Mail Tracked 24 or Royal Mail Tracked 48 items outside the United Kingdom, the Isle of Man, Guernsey and Jersey, except for items for handing over to BFPO addresses.

Items we cannot deliver

- 5.5 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

- 5.6 You can track the status of items sent using our tracked products at www.royalmail.com/track-your-item (or such replacement URLs). If you have an online business account with us, we will give you access to tracking and management information reports via your online business account at www.royalmail.com/oba, subject to that website being available. We may not give you these reports if you do not keep to clause 3.11.
- 5.7 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.
- 5.8 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.
- 5.9 We will not be responsible or have any liability to you, for the accuracy of any reports or status information provided to you under clause 5.5 or 5.6.
- 5.10 We will not scan items that we deliver to Jersey, Guernsey and the Isle of Man at the intended recipient's address or the address of their representative (as the case may be).

How your items should be labelled and addressed

- 5.11 You must ensure that each item has a clear return address in the United Kingdom 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.

Safeplace option

- 5.12 Subject to the terms of this agreement, we grant you a non-exclusive, non-transferable licence and authority to use the Royal Mail Safeplace option.
- 5.13 You may request that if on delivery no-one is available at an intended recipient's address to receive the item we will deliver it to the nominated location.
- 5.14 If when we try to deliver the item either no one is available at the intended recipient's address to receive the item or the item is too large to fit in the letter box, we will deliver the item to the nominated location.
- 5.15 The nominated location must be either a neighbour's postal address or a specific location on the intended recipient's property. General descriptions or instructions (such as 'leave somewhere dry and safe') will not be accepted.
- 5.16 Only mail items which do not fit through a letterbox and which do not require a signature may be delivered using Royal Mail Safeplace. Mail items that do not fit through a letter box are items which are generally larger than 250mm by 38mm.
- 5.17 We may not deliver an item to the nominated location if the item would be exposed to bad weather. In these circumstances we will leave a card, offering the intended recipient various options for arranging redelivery or collection of the item.
- 5.18 Any undelivered item will be returned to the delivery office and dealt with in the same manner as undeliverable Royal Mail Tracked 24 and Royal Mail Tracked 48 items as set out in clause 5.4.

- 5.19 You confirm that you have obtained the recipient's express consent for the item to be delivered using the Royal Mail Safeplace option before applying any Royal Mail Safeplace instruction to the item.
- 5.20 We grant you a non-exclusive personal licence to use our Royal Mail Safeplace trademark on all material subject to the following conditions:
- 5.20.1 you must not assign, transfer charge or license (or purport to do so) any rights granted under this licence;
 - 5.20.2 you must submit the material to us for approval prior to its publication, sale or supply. We may in our absolute discretion withhold such approval or grant it on such conditions as we think fit;
 - 5.20.3 you must ensure that reproduction of the material and the Royal Mail Safeplace trademark is both accurate and of high quality. Material approved by us will not be changed except with our prior written consent;
 - 5.20.4 you undertake that no statements or claims in any form will be included in the material that indicate that we, or any wholly owned subsidiary of ours has approved or recommended any other goods or services offered by you and/or any of your agents; and
 - 5.20.5 a statement must appear in the material stating "Royal Mail Safeplace™ is a trade mark of Royal Mail Group Ltd. All rights reserved. Reproduced with the permission of Royal Mail Group Ltd."
- 5.21 We may end your licence to use the Royal Mail Safeplace option referred to in clause 5.11 immediately if you breach the terms of clauses 5.11 - 5.19 or if you in our opinion misuse or permit or suffer the misuse of or in any way impair the goodwill associated with the Royal Mail Safeplace option.

Signature capture option

- 5.22 Subject to clause 5.23 if we agree to get a signature for items we deliver in line with the "Items we cannot deliver" section of the general terms, you must ensure the item has the correct barcode for signature capture and that we can clearly identify from the pre-advice the items requiring a signature. We will charge you at the rates set out in the price confirmation letter for each item requiring a signature.
- 5.23 If you have chosen a signature capture option and we are unable to deliver your item in accordance with the general terms we may charge you at the rate set out in the price confirmation letter.
- 5.24 If you have chosen the Royal Mail Tracked 24 or Royal Mail Tracked 48 signature capture option you cannot use the Safeplace option.

Notification option

- 5.25 If we have agreed to provide a notification option to the intended recipient for items delivered by us, you must ensure that the items requiring this option are clearly identified in the pre-advice, and that you provide a telephone number and/or email address to which the notification will be sent.
- 5.26 If we have agreed to provide a notification option to you and you provide us with a telephone number and/or email address in your pre-advice in line with clause 5.24, we will charge you at the rates set out in the price confirmation letter for each item requiring the notification option.

Contents of items

- 5.27 In addition to the limits set out in the "Your duties" section of the general terms, you must not hand over any single item which has a value of more than £500 and we will not accept any additional liability for any such item that you do hand over. 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 this clause 5.26.
- 5.28 You may send tickets provided that you comply with the user guide and provided that the tickets are personal to the intended recipient (such that they cannot just be used by any person who comes into possession of them). Notwithstanding clause 5.41, postage of tickets will be at your own risk and we exclude our liability for any tickets which are lost or damaged.

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

- 5.29 By 3pm on each working day, you or your agent must provide us with a forecast of the number of items you want to hand over the following day (including if you do not wish to hand over any items) as set out in the user guide. For Saturday and Sunday collections, you must provide a forecast by 3pm on the preceding Friday.
- 5.30 If the actual number of items you want to hand over in any one day exceeds the forecast which you or your agent provided to us by more than 10%, we may not be able to process all of your items on the day of collection.

Minimum posting requirements

- 5.31 To be a Royal Mail Tracked 24 and Royal Mail Tracked 48 customer you must post at least 1,000 items each year from each agreed site, or meet a different specific profile we may agree with you in our sole discretion.

- 5.32 Customers using Royal Mail Tracked 24 and Royal Mail Tracked 48 may also qualify for International Business Tracked, International Business Tracked & Signed and/or International Business Signed services and prices, please see our specific terms for International Business Services for more details: <http://www.royalmail.com/terms-and-conditions/>.

Charges

- 5.33 We have calculated the initial charges set out in the price confirmation letter by using your initial posting profile.
- 5.34 If you have a term contract with us we may vary the charges on giving you 30 days notice annually on the anniversary of your agreement.

Posting Profile

- 5.35 Each quarter we may review your posting profile. If we do, we may calculate any adjustments to your posting profile using traffic profile information derived from the pre-advice you give us, the scanned posting volumes and any sampling we do. We may make this calculation using information from the last three months. If your actual posting profile changes from your initial posting profile, we may increase your charges where they increase by 10% or more, giving you at least 30 days notice of such amendment. The new charges will apply from the end of the amendment notice period. We will not reduce your charges during this review process.
- 5.36 If we review your posting profile each quarter:
- 5.36.1 we will not take account of any posting in the period 27 December to 31 December (inclusive) when determining the minimum daily posting; and
- 5.36.2 when determining the maximum daily posting we will not take account of any posting on the working day after a bank holiday.
- 5.37 If your posting profile increases by a value of £500,000 or more, we will increase your charges by 5% or more, giving you at least 30 days notice of such amendment. The new charges will apply at the end of the amendment notice period. We will not reduce the charges during this review process.
- 5.38 If you post from more than one site and have requested a single price to apply to all of your sites, we will calculate this price by taking the posting profile of each site and creating an average weighted by annual posting volume on each site.
- 5.39 If you have a seasonal contract with us because the level of your postings varies significantly throughout the year, we will review your posting profile each year rather than each quarter as for standard contracts. If your actual posting profile varies by 10% or more as against your initial posting profile, we reserve the right to recalculate your charges for the year based on your actual posting profile and to charge you the additional amount payable on the basis of your actual posting profile.
- 5.40 We may, on giving you not less than two days notice, carry out a site inspection to assess your posting profile and to check the average size or weight of items that you post.
- 5.41 If, as a result of sampling or a site inspection, we establish that you despatch items which do not meet the agreed average size or weight of items, or any other agreed profile criteria set out in the price confirmation letter or elsewhere, we may vary the charges on not less than 30 days notice in writing.

Liability and compensation

- 5.42 If any item you have posted is lost or damaged while it is with us, and you provide satisfactory proof that you posted it and we received it, we will pay you compensation for the item and its contents based on the actual loss you suffer. The compensation will not be more than the lower of:
- 5.42.1 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
- 5.42.2 £100.
- 5.43 If we have agreed to provide you with our Safeplace option, once an item has been delivered to the nominated location, we will not be liable for any loss or damage to an item or its contents.
- 5.44 We will not be responsible to you for delivering items under this agreement later than the time set out in clause 3.7 of these specific terms.

Claims

- 5.45 You must make a claim for loss or damage as soon as possible after the incident and in any case within 80 days of the date we accepted the relevant item. We will not accept responsibility for claims made after this time.

Ending the agreement

- 5.46 If we find from sampling your postings that your actual posting profile is different to the profile and information set out in the pre-advice, we will notify you about this difference. If on more than 95% of the posting days in any calendar

month more than 5% of the information you give us is incorrect we can end this agreement by giving you at least 30 days' notice.

6 Royal Mail Tracked Returns 24 and Royal Mail Tracked Returns 48

Royal Mail has updated its Tracked Returns service offering new functionality to customers ("Tracked Returns enhancements"). While customers migrate to the new Tracked Returns enhancements, there will be some provisions within this clause 6 that do not apply to new customers and customers who have migrated to the Tracked Returns enhancements. Subject to compliance with this clause 6, new customers and existing customers who sign up to receive Tracked Returns enhancements will receive the following additional benefits:

- o an increase in the maximum compensation for lost or damaged items from £50 to £100;
- o access to tracking and management information reports via your online business account at www.royalmail.com/oba, subject to that website being available;
- o an increased number of tracking points allowing customers to track their items more closely; and
- o access to a new online facility for producing returns labels.

6.1 As well as the terms set out in clauses 1 to 3 above, you must meet the terms of this clause 6 for all postings using Royal Mail Tracked Returns 24 and Royal Mail Tracked Returns 48.

Delivering your items

6.2 We will aim but do not guarantee to deliver your items by the delivery times for Royal Mail Tracked Returns 24 and Royal Mail Tracked Returns 48 items set out in the table in clause 3.7.

Tracking your items

6.3 You can track the status of your items at www.royalmail.com/track-your-item (or such replacement URLs).

6.4 We may from time to time at our discretion, provide you with status information regarding items which you send using our tracked service. 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 under clause 6.4.

6.7 We may, at our discretion, offer a tracking service which allows a person posting or receiving an item to track the status of their item on our website. We reserve the right to withdraw this tracking service at any time without giving you prior notice.

6.8 We will not be responsible, or have any liability to you, for the accuracy of any tracking service provided to you in line with clause 6.7.

Signed For option and proof of delivery option

Please note, this section 6.9-6.16 only applies to customers who have not signed-up to or migrated to the new Tracked Returns enhancements.

6.9 You can send postings using our Signed For option, as long as they meet the terms set out in clauses 6.10 – 6.15 and you pay the extra charges.

6.10 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.

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

6.12 You may request proof of delivery and we may charge you an administration fee for providing this option the price of which can be found on our website at http://www.royalmail.com/sites/default/files/Tracked_UserGuide_%20Jan13_4.pdf (or such replacement URLs). This service is available up to 3 months after the date the item was posted. Subject to clause 6.10, 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.

6.13 You can obtain proof of delivery on our website at http://track2.royalmail.com/portal/rm/track;jsessionid=QJG5FIDQ4N5VGF2IGVGAQ;jsessionid=QJG5FIDQ4N5VGF2IGVGAQ?catId=22700601&emt=emt&track=track&default=default&imageRootPath=&loc=en_GB&keyname=track_ho me&gear=track (or such replacement URLs) for 12 months after the date of posting.

- 6.14 We will only refund the Signed For fee if a claim is made within 3 months of the date the item was posted.
- 6.15 If you produce labels using your own despatch management systems, you must apply the appropriate "orange flash labels" to your Signed For items as set out in the user guide. If you fail to do so we will not be liable for either providing you with a proof of delivery or for refunding the Signed For fee.
- 6.16 You can use our Signed For option with a return item in line with the terms set out in clauses 6.9 – 6.15 if the person posting the return item pays the appropriate fees and charges for that option.

How your items should be labelled and addressed

- 6.17 You must get our approval beforehand for the design and layout of each return address label you want to use to ensure that it meets the requirements and design standards we set for return item labels as set out in the user guide. We recommend that you get this approval before you pay printing or other costs.
- 6.18 You must also ensure that all return address labels once printed comply with our requirements and design standards as set out in the user guide.
- 6.19 We will not be responsible for your costs if you need to change the design or layout of a label, or for any costs that you have to pay as a result of using labels or addresses in the wrong way (for example, the costs of re-sending mail to the correct address). You will have to pay these costs.

Minimum posting requirements

- 6.20 To be a Royal Mail Tracked Returns 24 and Royal Mail Tracked Returns 48 customer you must receive at least 1,000 items each year. These items can be sent through a combination of Tracked 24, 48, Tracked Returns 24 and 48 and International Tracking and Signature services at each of the sites we agree with you. **For customers who have not signed-up to or migrated to the new Tracked Returns enhancements, the minimum is 1,000 Tracked Returns items per year per site. We may refuse to agree to a premises being a site if it is not for your exclusive use.**

Return items

- 6.21 Whether we treat a return item as a Royal Mail Tracked Returns 24 or Royal Mail Tracked Returns 48 item will depend on the return label attached to it.

Please note, clause 6.22 only applies to customers who have not signed-up to or migrated to the new Tracked Returns enhancements.

- 6.22 We will grant a licence to:
- 6.22.1 the person who receives your items for them to return the items to you without paying postage, you can also invite other people to post return items to the site without having to pay postage beforehand; and
 - 6.22.2 you and the people who are sending return items for you and them to use the address labels that apply.
- You cannot transfer this licence.
- 6.23 Your right to use the services will depend on you making sure your customer labels each return item in the following manner:
- 6.23.1 each return item has a return label we have approved in line with clause 6.17 fixed to it in a clear position on the item;
 - 6.23.2 each return label is clearly and accurately addressed to the site in line with the clear addressing guide and, where relevant, including any special return postcode for that site;
 - 6.23.3 each return label:
 - (a) shows the correct return address; and
 - (b) meets the requirements and design standards we set for return item labels set out in the user guide, which may include any Royal Mail bar code requirement and specification that we provide you;
 - 6.23.4 **for customers who have not signed-up to or migrated to the new Tracked Returns enhancements, each return label must show the PPI licence number that we provide you;** and
 - 6.23.5 **for customers who have signed-up to or migrated to the new Tracked Returns enhancements you must provide the bar codes provided to you by Royal Mail.**
- 6.24 You will be liable if your customer does not comply with clauses 6.21 – 6.28. Any return items that are not labelled in accordance with clause 6.23 may not be processed by us and we may return such items to the sender or you may be required to collect them from us at your cost.
- 6.25 Subject to clause 3.35 the person you sent an item to can post return items:

- 6.25.1 at the counter of a Post Office® run by or on behalf of Post Office Limited or by an agent of Post Office Limited or of Royal Mail; or
- 6.25.2 any access channel authorised by Royal Mail.
- 6.26 You must not change the address of the site without first getting our permission in writing.
- 6.27 If you do not meet any of the terms of clauses 6.20 – 6.28, we can charge you:
 - 6.27.1 postage on that return item at the standard public tariff rate that applies to an item of the same size, weight and class; and
 - 6.27.2 any extra charges for items with unpaid or underpaid postage.

You must pay these charges within 30 days of receiving an invoice from us.

- 6.28 Clause 3.3 does not apply to return items.

Charges

- 6.29 We will work out your charges using a flat rate.
- 6.30 We may vary the charges at any time on giving you 30 days notice.
- 6.31 We will work out the charges that apply to the receipt of flat rate items based on our standard charges in force at the time of posting for the estimated average weight of the items. Details of our standard charges will be set out in the price confirmation letter or as notified to you from time to time.
- 6.32 You must agree with us a provisional charge for a parcel product before you make any postings under the agreement. This provisional charge will be based on the estimated average weight of each item you will post during the initial period. The estimated average weight will be converted to an average price for each item for each parcel product by using the standard charges in force for flat rate items. We will tell you these provisional charges and you must pay these charges until we tell you in line with clause 6.33 or 6.34.

Posting profile

- 6.33 During the initial period we will sample postings to check the actual average weight of the items you receive as flat rate items and we may adjust the provisional charges at the end of that period once we have given you 30 days notice. We will apply an adjustment to the charges for all postings you received during that period and the 30 day period of notice, and for all postings after the initial period. You must pay any charges you owe us as a result of this adjustment in line with the payment terms for the agreement.
- 6.34 After the initial period, we may, at any time, sample postings to check the average weight and size of items you receive as flat rate items. If we do so, we can adjust the average weight and size used to calculate your charges at the end of each sampling period, if there is a change to the average weight or size of items you receive as against your initial profile. We will tell you at least 30 days before we do this. We will not apply any retrospective debit to items received after the initial period and the 30 day period of notice referred to in clause 6.33. We will not reduce your charges during this sampling process.
- 6.35 If the information you give us in relation to your Tracked Returns 24 or Tracked Returns 48 items leads us to reasonably believe that it will cost us more to return your items under the agreement, we will review the charges. We can adjust the charges to reflect the change to your posting profile after giving you at least 30 days notice (or more quickly by agreement with you).
- 6.36 We may, on giving you not less than two days notice, carry out a site inspection to assess your posting profile and to check the average size, weight or volume of items that you receive.
- 6.37 We may vary the charges on not less than 30 days notice in writing if:
 - 6.37.1 as a result of sampling or a site inspection, we establish that you receive items which do not meet the agreed average size, weight or volume of items, or any other agreed profile criteria set out in the price confirmation letter or elsewhere; or
 - 6.37.2 the average volumetric of items in any posting exceeds 10 litres.

Liability and compensation

- 6.38 If any item you have posted is lost or damaged while it is with us, and you provide satisfactory proof that you posted it and we received it, we will pay you compensation for the item and its contents based on the actual loss you suffer. The compensation will not be more than the lower of:
 - 6.38.1 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
 - 6.38.2 **£100. Please note that this figure will be £50 for customers who have not signed-up to or migrated to the new Tracked Returns enhancements.**

- 6.39 We will not be responsible to you for delivering items under this agreement later than the time set out in clause 3.7 of these specific terms.

Claims

- 6.40 You must make a claim for loss or damage as soon as possible after the incident and in any case within 80 days of the date we accepted the relevant item. We will not accept responsibility for claims made after this time.

Ending the agreement

- 6.41 For the avoidance of doubt, if we receive Royal Mail Tracked Returns 24 or Royal Mail Tracked Returns 48 items from you after we have ended the agreement, we will treat those items as items on which postage is unpaid.

7 Special Delivery Guaranteed by 9am and Special Delivery Guaranteed by 1pm

- 7.1 As well as the terms set out in clauses 1 to 3 above, you must meet the terms of this clause 7 for all postings using Special Delivery Guaranteed by 9am and Special Delivery Guaranteed by 1pm.

Delivering your items

- 7.2 Unless clauses 7.3 or 7.4 apply, we will deliver all Special Delivery Guaranteed by 9am and Special Delivery Guaranteed by 1pm items by the delivery time set out in the table in clause 3.7.
- 7.3 You can ask us to provide a Saturday guaranteed delivery. If you have chosen this product, all items despatched to us on a Friday will be deemed to require a Saturday guaranteed delivery. We will work out the charges for this product in line with clauses 3.41 – 3.48 and clauses 7.23 – 7.26. This product is not available for:
- 7.3.1 items which are scheduled to take more than one day to reach their destination; and
- 7.3.2 any item addressed to a bank, building society, jeweller, Post Office® or travel agent.
- 7.4 We do not guarantee the delivery time for items to an address for which a person has used our redirection service.
- 7.5 We do not guarantee delivery on Sundays or bank holidays in any part of the UK or Northern Ireland. We may deliver on these days if operationally possible.
- 7.6 We can suspend or cancel the guarantee of delivery times at any time by giving you notice.
- 7.7 Except as specifically set out in the agreement, and to the fullest extent permitted by law, we give no warranties in relation to the Special Delivery Guaranteed by 9am and Special Delivery Guaranteed by 1pm parcel products and all warranties, terms and conditions that would otherwise be implied under the Supply of Goods and Services Act 1982 or other statute are expressly excluded.

Tracking your items

- 7.8 You can track the status of items sent using our tracked products at www.royalmail.com/track-your-item (or such replacement URLs). 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. We may not give you these reports if you do not keep to clause 3.11.
- 7.9 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.
- 7.10 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.
- 7.11 We will not be responsible or have any liability to you, for the accuracy of any reports or status information provided to you under clause 7.8 or 7.8.

Contents of items

- 7.12 Subject to clauses 7.13 and 7.14, you can send valuables using Special Delivery Guaranteed by 9am and Special Delivery Guaranteed by 1pm.
- 7.13 You must not hand over any single item whose contents have a total value of more than £2,500.
- 7.14 In relation to each address you ask us to deliver to, you must not give us, on any one day:
- 7.14.1 more than four items containing money; or
- 7.14.2 four or less items whose contents containing money have a total value of more than £7,500.
- 7.15 If you do not comply with clauses 7.13 or 7.14:
- 7.15.1 you must pay us for any costs (including legal costs), expenses, claims, losses, damages and awards we have to pay as a direct or indirect result of your failure to comply; and
- 7.15.2 we will not be responsible to you for any loss or damage for those items, including any compensation specified in clause 7.35.

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

- 7.16 You must give us 48 hours notice of a posting that will be greater than your average daily posting. We may refuse to accept that posting. If we do accept that posting our acceptance will not necessarily entitle you to rely on clauses 7.39 and 7.40, which relate to delays. If you do not give us this notice we may not accept that posting.
- 7.17 The "Forecasting- your posting plans and what you need to tell us" and the "Our responsibility to you" sections of the general terms do not apply to Special Delivery Guaranteed by 9am and Special Delivery Guaranteed by 1pm products.

- 7.18 If we agree, at our discretion, to provide you with a late access service you must:
- 7.18.1 agree to our staff preparing the items for despatch on your premises;
 - 7.18.2 make sure each posting is available for us to collect at the time we agree;
 - 7.18.3 make sure that you record all items for the late access service separately from the items you hand over during normal service hours; and
 - 7.18.4 pay us our extra charges for providing this late access service as set out in the price confirmation letter.

Notification option

- 7.19 If we have agreed to provide a notification option to the intended recipient for items delivered by us, you must ensure that the items requiring this option are clearly identified in the pre-advise, and that you provide a telephone number and/or email address to which the notification will be sent.

Proof of delivery option

- 7.20 You must submit your request for us to provide proof of delivery within 3 months of the date the item was posted, otherwise we will not provide you with proof of delivery and you will only be able to obtain it from our website in line with clause 6.13. You must make any claim for us failing to provide proof of delivery in writing within 3 months of the date the item was posted, otherwise we do not have to refund your proof of delivery fee.

Minimum posting requirements

- 7.21 Subject to clause 7.22, there are no minimum posting requirements for you to be a Special Delivery Guaranteed by 9am or Special Delivery Guaranteed by 1pm customer.

- 7.22 If we agree, at our discretion, to provide you with a late access service you must post a minimum of 400,000 Special Delivery Guaranteed by 9am and Special Delivery Guaranteed by 1pm items per year per site.

Charges

- 7.23 We will work out the charges that apply to daily rate items based on our standard charges in force at the time of posting of the items. Details of these charges are set out on our website at http://www.royalmailtechnical.com/parcelpricecalculator/step1_calculator.cfm (or such replacement URLs) and will be notified to you from time to time.

- 7.24 If we agree a different rate with you, we will calculate the initial charges set out in the price confirmation letter using your initial posting profile.

- 7.25 We may vary the charges by giving you at least 7 days notice if any of the following change during the term of the agreement:

- 7.25.1 the profile of your postings; or
- 7.25.2 the average weight of your postings; or
- 7.25.3 the number of items you hand over.

- 7.26 If you post more than 5,000 Special Delivery Guaranteed by 9am or Special Delivery Guaranteed by 1pm items per site per year, we may vary the charges on giving you 30 days notice annually on the anniversary of your agreement.

- 7.27 If postings for delivery on a Saturday exceed the agreed percentage, we will not have to deliver those extra items on a Saturday. Clauses 7.39 and 7.40 will not apply in this case. If we do deliver extra items, we may

- 7.27.1 adjust the charges by giving you 7 days notice and you must:
 - (a) pay those charges;
 - (b) notify us you no longer wish to have the Saturday guaranteed delivery; or
 - (c) end the agreement with us; and

- 7.27.2 charge you retrospectively for the difference between the original charges and the charges we have adjusted in line with clause 7.27.1, and you must pay such charges.

Posting profile

- 7.28 During the initial period we will sample postings to check the profile of the items you post as against your original posting profile and we may adjust the provisional charges at the end of that period once we have given you 30 days notice. We will apply an adjustment to the charges for all postings you made during that period and the 30 day period of notice, and for all postings after the initial period. You must pay any charges you owe us as a result of this adjustment in line with the payment terms for the agreement.

- 7.29 After the initial period, we may, at any time, sample postings to check the profile of items you post as against your original posting profile. If we do so, we can adjust your charges at the end of each sampling period, if there is a

change to your initial posting profile. We will tell you at least 30 days before we do this. We will not apply any retrospective debit to items posted or received after the initial period and the 30 day period of notice referred to in clause 7.28. We will not reduce your charges during this sampling process.

- 7.30 If the information you give us in relation to your Special Delivery Guaranteed by 9am or Special Delivery Guaranteed by 1pm items leads us to reasonably believe that it will cost us more to deliver your items under the agreement, we will review the charges. We can adjust the charges to reflect the change to your posting profile after giving you at least 30 days notice (or more quickly by agreement with you).
- 7.31 If you have asked us to provide a Saturday guaranteed delivery, you must make sure that the postings for delivery on a Saturday comprise no more than the agreed percentage.
- 7.32 We may, on giving you not less than two days notice, carry out a site inspection to assess your posting profile and to check the average size, weight or volume of items that you post.
- 7.33 We may vary the charges on not less than 30 days notice in writing if:
- 7.33.1 as a result of sampling or a site inspection, we establish that you receive items which do not meet the agreed average size, weight or volume of items, or any other agreed profile criteria set out in the price confirmation letter or elsewhere; or
- 7.33.2 the average volumetric of items in any posting exceeds 10 litres.

Claims

- 7.34 Unless clause 7.35 applies, you must make a claim for loss or damage as soon as possible after the incident and in any case within 80 days of the date we accepted the relevant item. We will not accept responsibility for claims made after this time.
- 7.35 If you have bought consequential loss compensation, you must make a claim for consequential loss compensation in writing within 14 days of the date we accepted the item, otherwise we do not have to pay you consequential loss compensation.
- 7.36 You must make any claim for delay in writing within 14 days of the date we accepted the item, otherwise we do not have to refund your postage fee.

Liability and compensation

Loss or damage

- 7.37 If any item you have posted under this agreement is lost or damaged while it is with us, and you provide satisfactory proof that you posted it and we received it, we will pay you compensation for the item and its contents based on the actual loss you suffer. The compensation will not be more than the lower of:
- 7.37.1 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
- 7.37.2 £750 for Special Delivery Guaranteed by 9am, £750 for Special Delivery Guaranteed by 1pm or the maximum amount of additional compensation you have paid for.
- 7.38 The sterling equivalent value of foreign exchange bank notes or traveller's cheques which you include in an item will be the value worked out at the date you give us that item and will apply until the later of:
- 7.38.1 the date we deliver the item; and
- 7.38.2 the date we settle any claim you make in line with clause 7.34.

Delays

- 7.39 If we do not deliver an item, or make a first attempt at delivery, in line with clause 7.2, then unless clause 7.40 applies we will pay you the relevant postage in respect of that item.
- 7.40 If you have purchased consequential loss compensation and we do not deliver an item, or make a first attempt at delivery, in line with clause 7.2 and you provide satisfactory proof that you posted it and we received it, we will pay you compensation for the item and its contents based on the actual loss you suffer. The compensation will not be more than the maximum amount of consequential loss compensation you have paid for.

Ending the agreement

- 7.41 You can end the agreement by giving us at least 30 days' notice if we vary the charges in line with clause 7.27.1

8 Special Delivery Guaranteed Returns

Your duties

- 8.1 As well as the terms set out in clauses 1 to 3 above, you must meet the terms of this clause 8 for all postings using Special Delivery Guaranteed Returns.
- 8.2 In addition to these specific terms, the terms of the Royal Mail Licence Agreement for Response Services available on our website at <http://www.royalmail.com/sites/default/files/RM%20Response%20Services%20Ts%20%20Cs%20Apr%2012.pdf> (or such replacement URLs) will apply to items which you send via Special Delivery Guaranteed Returns. If these specific terms contradict the terms of the Royal Mail Licence Agreement for Response Services, these specific terms will apply.

Tracking your items

- 8.3 We may from time to time at our discretion, provide you with status information. We reserve the right to withdraw the provision of status information at any time, without giving you prior notice.
- 8.4 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.
- 8.5 We will not be responsible or have any liability to you, for the accuracy of any status information provided to you under clause 8.3.

9 1st Class and 2nd Class Account Mail (Parcels)

- 9.1 As well as the terms set out in clauses 1 to 3 above, you must meet the terms of this clause 9 for all postings using 1st Class and 2nd Class Account Mail (Parcels).

Delivering your items

- 9.2 We will aim but do not guarantee to deliver your items by the delivery times for 1st Class and 2nd Class Account Mail (Parcels) items set out in the table in clause 3.7.

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

- 9.3 You must tell us about your posting plans in line with the "Forecasting- your posting plans and what you need to tell us" section of the general terms.
- 9.4 You must give us this information in a Microsoft Excel electronic document, or in any other form we ask you for.

Signed For option and proof of delivery option

- 9.5 You can send postings using our Signed For option, as long as they meet the terms set out in clauses 9.5 – 9.11 and you pay the extra charges.
- 9.6 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.
- 9.7 When we deliver an item sent using the Signed For option, the intended recipient or their representative must sign for it.
- 9.8 You may request proof of delivery and we may charge you an administration fee for this option the price of which can be found on our website at <http://www.royalmail.com/personal/uk-delivery/recorded-signed-for> (or such replacement URLs). This service is available up to 3 months after the date the item was posted. Subject to clause 9.6, 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 the Signed For option fee.
- 9.9 You can obtain proof of delivery on our website at http://track2.royalmail.com/portal/rm/track;jsessionid=QJG5FIDQ4N5VGF2IGVGAQ;jsessionid=QJG5FIDQ4N5VGF2IGVGAQ?catId=22700601&emt=emt&track=track&default=default&imageRootPath=&loc=en_GB&keyname=track_home&gear=track (or such replacement URLs) for 12 months after the date of posting.
- 9.10 We will only refund the Signed For fee if a claim is made within 3 months of the date the item was posted.
- 9.11 If you produce labels using your own despatch management systems, you must apply the appropriate "orange flash labels" to your Signed For items as set out in the user guide. If you fail to do so we will not be liable for either providing you with a proof of delivery or for refunding the Signed For fee.

Minimum posting requirement

- 9.12 To be a 1st Class and 2nd Class Account Mail (Parcels) customer, you must spend at least £5,000 per site per year on items which you post using this parcel product.

Charges

- 9.13 We will work out the charges that apply to your items based on our standard charges in force at the time of posting for the weight, format and delivery speed of the items. Details of these charges are set out on our website at <http://www.royalmail.com/packet-despatch-low/uk-delivery/standard-parcels#faq-19350522-19350520> (or such replacement URLs) and will be notified to you from time to time.
- 9.14 If the average volumetric of items in any one posting exceeds 10 litres, then on giving you 30 days notice, we may:
- 9.14.1 vary the charges for your postings; and
 - 9.14.2 transfer your postings to one of our other parcel products, for example Royal Mail 24 or Royal Mail 48, which allow us to check the profile of the items you post.

Appendix A

Table of parcel products to which these specific terms apply:

Product name
Royal Mail 24
Royal Mail 48
Royal Mail Tracked 24
Royal Mail Tracked 48
Special Delivery Guaranteed by 9am
Special Delivery Guaranteed by 1pm
Special Delivery Guaranteed Returns
Royal Mail Tracked Returns 24
Royal Mail Tracked Returns 48
Royal Mail Tracked Returns 24 (Non-enhanced)
Royal Mail Tracked Returns 48 (Non-enhanced)
1 st Class and 2 nd Class Account Mail (Parcels)

Appendix B

Features and options of parcel products

Service Family	Service Variant	Delivery Aim	Working Days	Size restrictions	Weight Restrictions	Minimum posting volume	Compensation available	Possible Add-Ons	Special Features
Royal Mail Special Delivery Guaranteed	Royal Mail Special Delivery Guaranteed By 9am	Next working day, by 9am, geographic exclusions apply to remote areas	Monday to Friday, with option to purchase guaranteed delivery on Saturday	No larger than 610mm*460mm*460mm ¹ ¹ Tubular and rectangular items can be posted by all four services, where the length plus twice the diameter must not go over 1040mm or be more than 900mm long	Up to 2kg per item	1 item per site per year, more than 5K for contract rates	Loss, damage up to £750 included, additional tiers can be purchased. Fee refund for delay	Saturday Guarantee, Late Access, Reporting, SMS / e-mail notification (live summer 2013, restrictions apply), Local Collect	Only service that can be used to send money and valuables; includes signature on delivery and proof of posting. Can be used to send some Dangerous and Prohibited Goods (see user guide for full detail)
	Royal Mail Special Delivery Guaranteed By 1pm	Next working day, by 1pm, geographic exclusions apply to remote areas			Up to 10kg per item				
	Royal Mail Special Delivery Guaranteed Returns	Next working day, by 1pm, geographic exclusions apply to remote areas.			None				
Royal Mail Tracked	Royal Mail Tracked 24	Aim to deliver the next working day	Monday to Saturday		Up to 20kg per item	1K items per site per year. These items can be sent through a combination of Tracked 24, 48, Tracked Returns 24 and 48 and International Tracking and Signature services.	Loss, damage, up to £100 included	Reporting, Signature on delivery, SMS / email notifications, Safeplace, Local Collect	Can be used to send some Dangerous and Prohibited Goods (see user guide for full detail)
	Royal Mail Tracked 48	Aim to deliver within 2 working days, geographic exclusions apply							
	Royal Mail Tracked Returns 24 (enhanced)	Aim to deliver the next working day						Cannot be used for Dangerous or Prohibited Goods; see user guide for full details	
	Royal Mail Tracked Returns 48 (enhanced)	Aim to deliver the majority within 2 working days, with a small minority within 3 working days							

Royal Mail Tracked Returns (Non-enhanced, where barcode is applied at Post Office counters)	Royal Mail Tracked Returns 24	Aim to deliver the next working day	Monday to Saturday	No larger than 610mm*460mm*460mm ¹ ¹ Tubular and rectangular items can be posted by all four services, where the length plus twice the diameter must not go over 1040mm or be more than 900mm long	Up to 20kg per item	Minimum 1,000 items per year per return site	Loss, damage, up to £50 included	Royal Mail Signed For can be purchased to add signature on delivery	Cannot be used for Dangerous or Prohibited Goods; see user guide for full details Cannot be used for Dangerous or Prohibited Goods; see user guide for full details Cannot be used for Dangerous or Prohibited Goods; see user guide for full details
	Royal Mail Tracked Returns 48	Aim to deliver the majority within 2 working days, with a small minority within 3 working days			Up to 5kg per item	Minimum 1,000 items per year per return site		Royal Mail Signed For can be purchased to add signature on delivery	
Royal Mail Parcels	Royal Mail 24	Aim to deliver the next working day	Monday to Saturday		Up to 20kg per item	1K items per site per year for daily rate customers. A Sorted option available for larger customers (those posting over 250 Parcels, or 250 Large Letters per service per posting). 10,000 items per site per year for flat rate customers	None	Royal Mail Signed For can be purchased to add signature on delivery, Local Collect	
	Royal Mail 48	Aim to deliver the majority within 2 working days, with a small minority within 3 working days			Up to 2kg per item				
1st and 2nd Class Account Mail (Parcels)	1C	Aim to deliver the next working day	Monday to Saturday		Up to 20kg per item	£5K minimum spend across 1st and 2nd Class Account Mail (Parcels)	None	Royal Mail Signed For can be purchased to add signature on delivery, Local Collect	
	2C	Aim to deliver within 2/3 working days			Up to 1kg per item				