



# **Specific Terms & Conditions for Marketing, Publishing and General Correspondence Products**

**relating to:**

**Advertising Mail  
Sustainable<sup>®</sup> Advertising Mail  
Publishing Mail  
Business Mail 1st Class  
Business Mail**

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## 1 Introduction

1.1 These specific terms apply to the following products:

- Advertising Mail;
- Sustainable<sup>®</sup> Advertising Mail;
- Publishing Mail;
- Business Mail 1<sup>st</sup> Class; and
- Business Mail.

1.2 These specific terms form part of your agreement with us, which is made up of:

1.2.1 our general terms and conditions of business (general terms); and

1.2.2 the additional terms, including the user guide.

1.3 The user guide sets out:

1.3.1 the way you or your agent must prepare and present items to us;

1.3.2 the restrictions on the type, content, size and weight of items;

1.3.3 how you can book postings beforehand; and

1.3.4 the documents you or your agent must fill in for the items.

## 2 Definitions

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

Account Mail	an item that has a barcode provided by Royal Mail and your account number printed in the printed postage impression as detailed in the user guide
Advanced Mail	an item that either has a licence number and barcode printed on your items or a barcode and your account number printed in the printed postage impression as detailed in the user guide
Advertising Mail	comprises largely uniform messages to all addressees, with the purpose of promoting the sale or use of products or services, or to encourage contribution to, or support of, a cause; and is eligible for the Mailing Standards Levy. A customer magazine (not a membership magazine) will be an advertising item provided that firstly it meets the requirements of advertising items as set out above, secondly it is not paid for by the addressee and finally it forms part of your marketing and communication mix. An invoice, bill, a financial statement or a communication combining advertising items with other items in the same wrapping is not an advertising item (except where it is a customer magazine as described above)
first-day cover	An approved envelope with stamps that are postmarked on the first day they are issued.

goods fulfilment item	<p>A large letter which comprises of or contains anything (including but not limited to printed material) which has an intrinsic or resale value (whether or not it has been paid for by the addressee or other recipient), such as:</p> <ul style="list-style-type: none"> <li>• goods and articles sent in fulfilment of an order or request made to the sender, seller, supplier or publisher;</li> <li>• gifts and unsolicited goods;</li> <li>• collectibles; and</li> <li>• spares and replacement parts.</li> </ul>
Mailing Standards Levy	<p>The voluntary mailing standards levy set by the <b>Advertising Standards Board of Finance</b> (ASBOF), which is charged and collected by postal operators on behalf of ASBOF to help finance the self-regulatory system administered by the Advertising Standards Authority. The levy equates to 0.2% of the price charged for each direct mailing item and is payable by you in addition to the prices quoted in our rate cards.</p>
Mailmark item	<p>an item which is a letter or large letter to which you have applied a Mailmark barcode as required by the user guide;</p>
Mailmark barcode	<p>a barcode which is either a Royal Mail 2D data matrix barcode or a Royal Mail 4-state barcode which contains encoded data and offers eManifest and Batch level reporting;</p>
OCR item	<p>An item addressed using our given styles or recommended typefaces so that our sorting machines can read them.</p>
Periodical	<p>A magazine, newsletter or journal which meets the conditions set out in clause 10 of this agreement, and the user guide.</p>
prohibited packaging	<p>A large letter which comprises of or contains anything (including but not limited to printed material) which has an intrinsic or resale value (whether or not it has been paid for by the addressee or other recipient), such as:</p> <ul style="list-style-type: none"> <li>• goods and articles sent in fulfilment of an order or request made to the sender, seller, supplier or publisher;</li> <li>• padded envelopes;</li> <li>• cardboard; and</li> <li>• any other stiff or inflexible packaging that cannot easily be manually folded.</li> </ul>
Publishing Mail posting	<p>A consignment of your items, made up of one type of periodical.</p>



approval, we will credit your account with an amount equal to a percentage (no more than 25%) of the postage (less the discount) due on that posting. We will not have any other responsibilities for that early delivery.

- 4.3 Deferred delivery is an option which you can select within some of our product options, as detailed in the product-specific chapters of the user guide.

## 5 **Charges and discounts**

- 5.1 If you or your agent give us postings which carry postage stamps (including first-day covers) that we need to cancel, we will charge you an extra 10% of the postage before any discount.
- 5.2 We will work out any discount we owe separately for each posting you make.
- 5.3 If you have kept to your agreement with us, we will give you a refund within seven days of receiving your application for a discount.

## 6 **Mailing Standards Levy**

- 6.1 The Mailing Standards Levy will be collected on every item of Advertising Mail and Sustainable<sup>®</sup> Advertising Mail via Royal Mail's invoicing process. The Mailing Standards Levy is not liable to VAT.
- 6.2 As the Mailing Standards Levy is voluntary, if you want to be refunded the levy you have paid, you can make a quarterly or annual claim to ASBOF at the address below providing evidence of the Mailing Standards Levy paid (your invoices from us will show this information):

The Treasurer, ASBOF  
7th Floor North  
Artillery House  
11-19 Artillery Row  
London  
SW1P 1RT

## 7 **Advertising Mail**

- 7.1 Advertising Mail postings must comprise advertising items only as set out in these specific terms and in the user guide.
- 7.2 Advertising Mail customers are subject to audit requirements as set out in the user guide.
- 7.3 We will operate a content control process where sample items are sent for checking against the requirements above and in the user guide. If we find that your Advertising Mail posting does not meet the requirements of this agreement including the user guide, we may remove your Advertising Mail discount.
- 7.4 You accept that part of the postage for Advertising Mail with unsorted Account and machine-readable unsorted Advanced options (as described in the user guide) is based on the volume of items worked out by our sorting machines. You also accept that this calculation is an accurate and final record of the volume of your items.

## 8 **Sustainable<sup>®</sup> Advertising Mail**

- 8.1 Sustainable<sup>®</sup> Advertising Mail postings must comprise of advertising items only as set out in these specific terms and in the user guide.
- 8.2 Sustainable<sup>®</sup> Advertising Mail customers are subject to audit requirements as set out in the user guide.
- 8.3 If we find your Sustainable<sup>®</sup> Advertising Mail posting does not meet the requirements of this agreement including the user guide we may remove your Sustainable<sup>®</sup> Advertising Mail discount.

## 9 **Line listing data**

- 9.1 You must provide us with the line listing data in an electronic format in line with the user guide.
- 9.2 You must not include the names of your customers or possible future customers or any other personal data (as defined under the Data Protection Act 1998) in the address data.
- 9.3 If you do not give us the line listing data in line with clause 10.5, we can change the delivery week to the next available calendar week where we are able to accept your booking. If we change the delivery week, you can use any of our other products or cancel your booking. If you cancel the booking, you must pay the cancellation charge when you receive an invoice from us.
- 9.4 We will delete any line listing data we receive after we have completed our normal preparations to deliver a posting.

### **Checks**

- 9.5 We may randomly check a posting, or any part of it, to make sure it is consistent with the booking, the details on the confirmed sales order and the postage due, and whether or not you have met your duties under the agreement.
- 9.6 You or your agent must work with us to sort out any questions about or any problems with confirmed sales orders or other documents relating to the posting, no matter whether you or your agent made the posting.
- 9.7 If a booking or posting is cancelled, you or your agent must arrange to collect the posting if it has already been given to us. If you or your agent do not collect the posting within 48 hours of cancelling it, we can return the posting to you or your agent or get rid of it. As well as the cancellation charge, we can also charge you our reasonable costs in storing, returning or getting rid of those items.

10 **Publishing Mail**

10.1 You can include an item which is not a periodical in the same wrapper with a periodical if:

- 10.1.1 we have agreed that you can include those items with a periodical;
- 10.1.2 the items with the periodical are not goods and articles sent in fulfilment of an order or request made to the sender, seller, supplier or publisher;
- 10.1.3 the items are not prohibited materials or restricted materials; and
- 10.1.4 either:
  - (a) the combined weight of all extra items you have included in the same wrapper as the periodical is not heavier than the weight of the periodical they are being sent with (the weight of the periodical does not include the weight of any media, products or loose inserts on or in the periodical); or
  - (b) the number of Publishing Mail postings in which the combined weight of all extra items is more than the periodical they are being sent with is no more than the number shown in the table below.

Number of times the periodical is posted each year using Publishing Mail	Maximum number of Publishing Mail postings each year that can include extra items, which weigh more than the periodical
2	1
4	2
12	4
26	7
52	13

10.2 You can include cover mounts in the same wrapper as the periodical if:

- 10.2.1 we agree that you can include them with the periodical;
- 10.2.2 the cover mounts are not goods and articles sent in fulfilment of an order or request made to the sender, seller, supplier or publisher;
- 10.2.3 you fix them securely to the periodical (preferably inside an appropriate polywrap cover); and
- 10.2.4 you present them in the same way for our other delivery products.

10.3 You can give us supplements (not including catalogues, directories, brochures, product cards and loose inserts) which are either available to buy or sent out in their own right and which are not classed as separate periodicals, if:

- 10.3.1 the supplement is related to the periodical and is to be delivered to the same list of addresses as the periodical;
- 10.3.2 the supplement carries, on its front cover, the title of that periodical and the date, month or season it applies to;
- 10.3.3 we agree to the supplements being included with the periodical;
- 10.3.4 the supplement is published by the same publisher as the periodical; and
- 10.3.5 you give us the supplement for us to deliver separately from the periodical it relates to, or to include as an insert. If the supplement is posted as a separate Publishing Mail posting from the periodical it relates to, you must

make sure that the posting meets the terms of the agreement. You must also include on each confirmed sales order the periodical code of the periodical the supplement relates to.

- 10.4 You can send packs of product information cards as a Publishing Mail posting separately from periodicals and supplements if:
  - 10.4.1 we agree to this before you post the item;
  - 10.4.2 the periodical the packs of information cards relate to is the periodical you have told us about;
  - 10.4.3 the title and issue number of the periodical the packs of information cards relate to is shown on the wrapper; and
  - 1.4.4 they meet the other terms of the agreement.
- 10.5 Under Publishing Mail, you can send product cards which are not clearly linked to a periodical, if:
  - 10.5.1 they are attached together as a larger pack (you can do this by wrapping them, gluing them or similar); and
  - 10.5.2 the title and issue number of the periodical, and the date, month or season it was published, are shown on the front cover or on the wrapping.
- 10.6 You must make sure that items which are not periodicals and are not otherwise allowed to be included in a Publishing Mail posting are not included in a Publishing Mail posting.
- 10.7 You must give us a copy of each periodical at least seven working days before a first posting. We will confirm whether it meets the terms of this agreement.
- 10.8 If you want us to work out your postage based on your posting profile, you must send us an electronic listing which contains details of the standard selection codes, and the number of items for each standard selection code, at least two weeks before making a Publishing Mail posting. You may not be eligible for a discount otherwise.
- 10.9 If we ask you, you must give us a copy of the periodical at any time during this agreement to make sure it continues to meet the terms of the agreement.
- 10.10 You must make Publishing Mail postings of each periodical regularly and in line with a regular pattern of posting.
- 10.11 You must not combine Publishing Mail 1 and Publishing Mail 2 items in a Publishing Mail posting. The terms for each of these are described in the user guide.
- 10.12 If we agree, you can enclose an extra periodical in the same wrapper with another periodical for the purposes of promoting that periodical only.
- 10.13 If we agree, you can make postings of a periodical covered by this agreement more often than we have agreed previously if:
  - 10.13.1 you give us at least seven working days' notice, in writing, of the date on which you want to make an extra posting; and
  - 10.13.2 the extra posting meets the terms of this agreement.
- 10.14 You must give us at least one working day's notice, in writing, if a Publishing Mail posting has changed significantly in size or weight, or you are posting a significantly different number of periodicals than usual.

## 11 **Business Mail 1<sup>st</sup> Class and Business Mail**

- 11.1 Business Mail 1<sup>st</sup> Class and Business Mail are each available with an option for you to send items invoiced via your account as detailed in the user guide. In order to use that option, minimum volume requirements may apply, as detailed in the user guide.
- 11.2 Items must be separated by class, format and service and presented to us in Royal Mail supplied trays, bags, pouches or other containers supplied by us.
- 11.3 You accept that part of the postage for Business Mail with unsorted Account and machine-readable unsorted Advanced options (as described in the user guide) is based on the volume of items worked out by our sorting machines. You also accept that this calculation is an accurate and final record of the volume of your items.
- 11.4 If you give us a posting of Business Mail items with machine-readable unsorted Advanced options which you have paid for by franking-machine impression and you have kept to your agreement with us, we will give you a refund (or, if you have an account with us, credit that account), in line with clause 11.5, of a discount of part of the total postage paid on those items.
- 11.5 We will combine any refund or credit we make in line with clause 11.4 with all other refunds or credit for postings of Business Mail items with machine-readable unsorted Advanced options that you make in the same month and we will issue you with a refund when the amount of the refund due to you reaches £1000 or every 28 days whichever is sooner.
- Qualifying criteria
- 11.6 Except as set out in clause 11.7, goods fulfilment items (which are large letters only) do not qualify for Business Mail 1<sup>st</sup> Class and Business Mail and you must make sure that they are not included in a Business Mail 1<sup>st</sup> Class and/or Business Mail posting.
- 11.7 Even though they may be goods fulfilment items (which are large letters only) you are nevertheless allowed to include in a Business Mail 1st Class and Business Mail posting certain specifically exempted categories of items (Permitted Items) as listed at <http://www.royalmail.com/general-correspondence/uk-delivery/business-mail> (which we may update from time to time) as long as the items also qualify for Business Mail 1st Class and Business Mail.
- 11.8 Large letter items which comprise of packaging which is prohibited packaging do not qualify for Business Mail 1<sup>st</sup> Class and Business Mail and you must make sure that they are not included in a Business Mail 1<sup>st</sup> Class and/or Business Mail posting.