



Royal Mail Group Ltd

Specific Terms for Response Services

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Royal Mail Specific Terms for Response Services

1 Introduction

1.1 These specific terms apply to the following Response Services products:

- Business Reply Standard
- Business Reply Plus
- Freepost Standard
- Freepost Plus
- Freepost NAME
- Pre-Pay Reply
- Admail

1.2 These specific terms form part of your Response Services agreement (**agreement**) with us, which is made up of:

1.2.1 our general terms and conditions of business (**general terms**) and the additional terms set out in the general terms;

1.2.2 these specific terms; and

1.2.3 the terms set out in the Response Services user guide (**user guide**).

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.

Admail application form	means the Admail application form you must complete in order to receive the Admail product;
Admail licence	means the licence to use the Admail product as set out in your Admail confirmation letter;
Admail confirmation letter	means the letter we send to you which confirms our acceptance of your Admail application form and sets out the details of your Admail licence;
large letter	means an item which is not a letter and is no larger than 353 millimetres by 250 millimetres, no thicker than 50 millimetres, and no heavier than 750 grams;
Response Services application form	means the Response Services application form that you must complete in order to receive each Response Services product (other than Pre-Pay Reply);
Response Services confirmation letter	means the letter we send to you which confirms the acceptance of your Response Services application form and sets out the details of your Response Services product licence;
Response Services product licence	means the licence to use the Response Services product including the 12 alpha character licence we supply you and

the corresponding barcode to be added to your items (legacy alpha numeric licences are being withdrawn).

- 2.2 If these specific terms contradict the general terms or the terms set out in the user guide, these specific terms will take priority.
- 2.3 A general description of each of the products is set out in the user guide. You can also find this information at www.royalmail.com/responseservices for Plus variants, and www.royalmail.com/standardresponseservices for Standard variants and www.royalmail.com/freepostname for Freepost NAME.

3 Purchase of Response Services products

- 3.1 Except for Pre-Pay Reply (dealt with below), before you purchase a Response Services product, you must submit a completed Response Services application form to us, pay the relevant fees and have received a Response Services confirmation letter from us for that product.
- 3.2 In addition to complying with clause 3.1, before you purchase the Admail product, you must have a valid Response Services product licence and submit a completed Admail application form to us, pay the relevant fees and have received an Admail confirmation letter from us.
- 3.3 You may purchase Pre-Pay Reply via a franking machine provided you have a valid franking licence under the Royal Mail Scheme for Franking Letters and Parcels 2014, and comply with the Pre-Pay Reply provisions set out in this agreement and the terms of your franking licence.

4 Your duties

- 4.1 You must comply with all relevant requirements of the user guide.
- 4.2 You must ensure that: (i) any customers, agents or other parties using Response Services are aware of, and comply with, the prohibitions and restrictions on sending certain dangerous materials in the mail as set out in the general terms and (ii) they do not include any Restricted Materials as part of the Response Service posting used.
- 4.3 You must (other than for Business Reply Plus, Freepost Plus and Pre-Pay Reply) seek our prior approval of each of your pre-printed item designs to ensure that it meets our design, layout and technical requirements, as set out in the user guide.
- 4.4 You may only change the delivery name and address set out in your Response Services confirmation letter upon our prior written approval. When requesting our approval for a change of delivery name and address, you should confirm whether you will continue to require a Response Services product licence for the original address set out in the Response Services confirmation letter (**prior address**). If you do not confirm this with us we may continue to charge a licence fee for the prior address.
- 4.5 In addition to the licence fee (where applicable) you must pay the appropriate postage for each item (which will be dependent upon the class of service, weight and format selected) at the per item rate set out in a price confirmation letter, the rate card (as applicable), or as advised in writing by us to you from time to time.

5 Invoicing and Payments

- 5.1 We may require you to pay sums of money from time to time in advance, as a part payment on account of postage, which may become due and payable in respect of items which may be posted without pre-payment. This amount will be such sum as we will deem sufficient to cover the postage likely to be incurred during a period of six weeks. You will thereafter from time to time (as and whenever requested by us) pay in advance postage we consider likely to be incurred during subsequent periods.

- 5.2 We will, where appropriate, invoice you weekly for the postage due in respect of all items posted under this agreement and recorded by us during the previous seven calendar days. You must pay all invoices when due.
- 5.3 If you think we have made an administrative mistake in the amount of an invoice you must, within seven days of the date of the invoice, tell us, and give us all relevant information to support your claim. If we agree with you, we will make an adjustment to your invoice as necessary.
- 5.4 You may apply to us for a postage credit account, the granting of which is subject to credit checks and separate terms.
- 5.5 If you fail to comply with our design specification, layout and technical requirements in accordance with the user guide, we will be entitled to surcharge the postage payable in respect of each such item.

6 Our responsibility to you

- 6.1 If we do not provide you with a Response Services product licence or an Admail licence because of our negligence, we will credit you on a pro rata daily basis for each working day that we did not provide you with that Response Services product licence or Admail licence (as the case may be) and this will be our only liability to you except for liability that cannot by law be excluded or limited, such as liability for death or personal injury caused by our negligence.

7 Delivery Services

- 7.1 We offer either a 1st Class or 2nd Class delivery service for your items and we aim to deliver the items in accordance with our standard delivery aims for 1st Class and 2nd Class mail.
- 7.2 If you wish your items to be sent by our Special Delivery Guaranteed™ service you must also comply with our applicable terms for that service.

8 Freepost NAME

- 8.1 It is at our discretion whether to allocate to you the Freepost NAME delivery name of your choosing and we reserve the right to ask you for evidence of your entitlement to use a particular name and to revoke a Freepost NAME in the event of a complaint by a third party.
- 8.2 You grant us a non-exclusive licence to use the Freepost NAME in connection with the provision of Response Services by us to you.
- 8.3 You warrant that you have the right to use the Freepost NAME and you will ensure that any use of the Freepost NAME does not infringe the intellectual property rights of any third party.
- 8.4 We accept no liability (whether in contract or in tort or otherwise) in relation to the use of the Freepost NAME. You will indemnify and keep us indemnified against any costs, claims, losses, liabilities, damages or expenses suffered or incurred as a result of or in connection with any claim that the name or use thereof infringes the intellectual property rights of any third party.
- 8.5 Freepost NAME items can only be sent using our 1st Class service.
- 8.6 You can only use one Freepost NAME under each of your Response Services product licences.
- 8.7 You must send your pre-printed Freepost NAME items to us for our prior approval. You must ensure that that no other address elements appear on the front of the item (that is the addressed side) other than the agreed Freepost NAME.
- 8.8 Every advertisement which includes an invitation to your customers to post their responses using your Freepost NAME must:

- 8.8.1 state that the response item must be addressed in the exact way in which we agree it with you in accordance with the terms of this agreement; and
- 8.8.2 include an explicit statement informing the customer that they are not required to stamp the response item or add any other address details.

8.9 Your Freepost NAME must only be used in connection with advertisements and items which will be handled under this agreement. Should we receive any enquiry or complaint concerning any such advertisement or item, we will be at liberty to disclose your full name and postal address.

9 Pre-pay Reply

- 9.1 Pre-Pay Reply is only available to you if you have a Mailmark™ franking machine (either by acquiring a new Mailmark™ franking machine or having your existing Smart franking machine upgraded to Mailmark™ technology).
- 9.2 Pre-Pay Reply is only available with letters and low weight large letters (up to 100g) and can only be used in conjunction with our 1st Class and 2nd Class service.
- 9.3 You do not require a licence to produce Pre-Pay Reply items, we do not require you to pay a licence fee, and all licence requirements as set out in these specific terms do not apply to Pre-Pay Reply, unless specified otherwise.
- 9.4 The price for your Pre-Pay Reply items will be deducted from your franking machine in the normal way when you select the Pre-Pay Reply service via your franking machine's user interface screen, which will be the per item rate as set out in the rate card (as applicable) or as advised in writing by us to you from time to time, and shall exclude VAT unless otherwise stated.
- 9.5 Any Pre-Pay Reply item that exceeds the maximum weight limit for that item will be subject to our standard surcharge procedure. Any underpayment will be added to an administrative surcharge fee (£1 for each inland item). The originating customer (the customer licensed to use the franking machine) will be liable to pay this amount.

10 Admail

- 10.1 Provided that you hold a valid Response Services product licence, a valid Admail licence and pay us our charges for the Admail product on or before the start date then we:
 - 10.1.1 license you to use the Admail address as set out in your Admail application form and agreed by us in your Admail confirmation letter (**Admail address**); and
 - 10.1.2 will deliver items addressed to the Admail address to the delivery address (as set out in your Admail confirmation letter) in accordance with the relevant terms and conditions for the service we use to deliver the items.
- 10.2 Admail is not available with our Special Delivery service or any other of our 'signed for' delivery services.
- 10.3 We own the copyright and all other similar rights in the Admail address and you agree to use it only as permitted by us and in accordance with the terms of this agreement. You must seek our prior approval to any variation to the form of the Admail address to which you wish Admail items to be addressed.
- 10.4 Any items addressed to an Admail address posted after termination or expiry of the relevant Admail licence may be dealt with by us as we consider appropriate, which may include delivery to the delivery address set out in your Admail confirmation letter in which case you must pay the charges we may require in accordance with our standard practices.



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