

This is a legally binding document forming part of the Agreement between you and Royal Mail



Royal Mail Specific Terms for Parcel Products

Unless defined otherwise, all terms capitalised in these Specific Terms shall have the meaning given to them in Appendix A of the General Terms.

1. All Parcel Products

Features and options of Parcel Products

- 1.1 These Specific Terms apply to the Parcel Products (see Annex B of Appendix B of the General Terms for a list of these Products).
- 1.2 The features and options available for the Parcel Products including the size and weight limits of Items which you can post with each of the individual Parcel Products are set out in the Parcels User Guide.

Delivering your Items

- 1.3 With the exception of Special Delivery Guaranteed by 9am, Special Delivery Guaranteed by 1pm and Special Delivery Guaranteed Returns, we will aim but do not guarantee to deliver your Items by the delivery times set out in the Parcels User Guide, except that we cannot give any target time for delivery for Items we accept for handing over to BFPO or for delivery to areas listed in the main exclusions in the Parcels User Guide.
- 1.4 These Specific Terms apply to the use of the Parcels Products within the UK. If you wish to send Parcels outside of the UK you must use an International Business Service.

Pre-advice

- 1.5 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 each Item in the Posting and its weight, and those Items that require a signature or SMS/email notification, as well as any other information which we may reasonably request from you.
- 1.6 We will not be responsible to you if the Pre-Advice is materially 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.
- 1.7 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.

Return Address Labels

- 1.8 You must ensure that all return address labels once printed comply with the requirements and design standards set out in the Parcels User Guide. 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.

Reports

Version 1.1 (19 January 2018)

- 1.9 We may agree to provide you with reports from time to time. If we do, we may charge you. We will not deliver these reports until you and we have agreed such charge. We may withdraw the provision of the reports at any time, without giving you prior notice. We will not be responsible, or have any liability to you, for the accuracy or content of these reports. If you do not comply with paragraph 0 we may choose not to give you these reports.
- 1.10 If we give you reports in line with paragraph 1.9, you and your Staff may have access to, receive, or the report may contain in it, confidential information. You and your Staff must not publish or disclose the reports or any information contained in the reports to others or authorise or permit your Staff 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 paragraph 0.
- 1.11 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.

Restricted Materials and Prohibited Materials

- 1.12 Certain Restricted Materials may be sent using only Special Delivery Guaranteed by 9am, Special Delivery Guaranteed by 1pm, Royal Mail Tracked 24, Royal Mail Tracked 48, Royal Mail Tracked Returns 24, Royal Mail Tracked Returns 48 and Special Delivery Guaranteed Returns. You must not send Restricted Materials using any other Product.
- 1.13 The Parcels User Guide, https://business.help.royalmail.com/app/answers/detail/a_id/898 and www.royalmail.com/restrictedgoods set out which Restricted Materials may be sent using the Products set out in paragraph 0 and the restrictions and requirements which apply to the use of those Products to send Restricted Materials. The Parcels User Guide and www.royalmail.com/prohibitedgoods set out the Prohibited Materials which you must not send using any Parcel Product. You must comply with those restrictions and requirements.
- 1.14 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 paragraphs 0 and/or 0.
- 1.15 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 paragraphs 0 and/or 0 we may dispose of such Items locally.
- 1.16 You must notify us of the profile and/or volume of Restricted Materials you are posting or intend to post and you must advise us if this profile and/or volume changes at any time.
- 1.17 The recipient may redirect Restricted Materials to another location or return it to you provided that the recipient uses a service which permits the restricted material to be posted.
- 1.18 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.

Minimum Posting Requirements

- 1.19 You must meet the minimum posting requirement for any Product which you use, as set out in the Parcels User Guide. We may terminate this Agreement upon 30 Days' notice if you fail to meet these minimum posting requirements 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.

Ending this Agreement

- 1.20 In addition to any other provision of this Agreement, we can end this Agreement by giving you at least 30 Days' notice if 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.

Sorting and Forecasting

- 1.21 You must adhere to all of your sorting and forecasting obligations as set out in the Parcels User Guide and otherwise in the Agreement.
- 1.22 In relation to all Products, 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 and the Items may be delivered later than usual.

2. Charges and Surcharges

Varying Charges (except as noted) and Surcharges – all Products

- 2.1 In addition to any other provision of this Agreement, in relation to all Products except those to which paragraph 0 applies, we may vary the Charges on the anniversary of the Agreement or by giving you at least 30 Days' notice.
- 2.2 We may introduce or increase Surcharges by giving you at least 30 Days' notice if the costs in relation to such Surcharges increase for reasons outside our reasonable control, for example: an increase the cost of fuel (this is not an exhaustive list).

Varying Charges – Royal Mail Tracked 24 and Royal Mail Tracked 48

- 2.3 In addition to any other provision of this Agreement, in relation to Royal Mail Tracked 24 and Royal Mail Tracked 48 we may vary the Charges on the anniversary of the Agreement or by giving you at least 30 Days' notice if any of the following events occur during the term of the Agreement:
- 2.3.1 the profile of your Postings changes; or
 - 2.3.2 the average weight of your Postings changes; or
 - 2.3.3 the average size of your Items changes; or
 - 2.3.4 the number of Items you hand over changes; or
 - 2.3.5 there are exceptional circumstances that substantially affect the cost to us of providing any of the Products.

Varying Charges – Special Guaranteed Delivery 9am and Special Guaranteed Delivery 1pm

- 2.4 In relation to Special Guaranteed Delivery 9am and Special Guaranteed Delivery 1pm, if Postings for delivery on a Saturday charged at a Flat Rate exceed the Agreed Percentage we may at our absolute discretion choose not to deliver those extra Items on a Saturday. If, at our absolute discretion, we choose to deliver such extra Items, then Paragraphs 6.10 and 6.11 will not apply, and in addition we may:
- 2.4.1 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
 - 2.4.2 charge you retrospectively for the difference between the original Charges and the Charges we have adjusted in line with paragraph 2.4.1, and you must pay such Charges.
- 2.5 In addition to any other provision in this Agreement, we may vary the Charges which apply to Special Delivery Guaranteed by 9am and Special Delivery Guaranteed by 1pm by giving you 7

Days' notice in writing if the profile of your Postings, the average weight of your Postings or the number of Items you hand over changes at any time.

Charges – general provisions

- 2.6 If we have agreed to collect Postings from you and you request extra collections, we may charge you extra for each such extra collections. 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.
- 2.7 You must agree with us a provisional Charge for any Parcel Product where we have agreed to charge you on a Flat Rate basis 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 that other Charges apply.

3. Profiles & Sampling

Royal Mail 24 (if Flat Rate applies), Royal Mail 48 (if Flat Rate applies), Royal Mail Tracked Returns 24, Royal Mail Tracked Returns 48, Special Delivery Guaranteed by 9am and Special Delivery Guaranteed by 1pm

- 3.1 The provisions of paragraphs 3.2 to 3.3 apply to any Postings using Royal Mail 24 where we charge you at a Flat Rate, Royal Mail 48 where we charge you at a Flat Rate, Royal Mail Tracked Returns 24, Royal Mail Tracked Returns 48, Special Delivery Guaranteed by 9am and Special Delivery Guaranteed by 1pm.
- 3.2 We will sample the Postings during the Initial Period 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.
- 3.3 After the Initial Period, we may, at any time, sample Postings to check the average weight and size of Items you post. We may (at our absolute discretion) increase the Charges if either:
 - 3.3.1 we determine at the end of any sampling that there has been a change to the weight or size of Items you post as against your Initial Posting Profile; or
 - 3.3.2 any information you give us leads us to reasonably believe that it will cost us more to deliver your items under the agreement.Such increase shall only have effect upon 30 Days' notice. This provision shall not operate such that the Charges are capable of being reduced.

Royal Mail Tracked 24 and Royal Mail Tracked 48

- 3.4 The provisions of paragraphs 3.5 to 3.9 apply to any Postings using Royal Mail Tracked 24 or Royal Mail Tracked 48.
- 3.5 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-Advices you give us, the scanned Posting volumes and any sampling we do. We may make this calculation using information from the last 3 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 30 Day period. We will not reduce your Charges during this review process.
- 3.6 If we review your Posting profile each quarter we will not take account of any Posting in the period 27 December to 31 December (inclusive) when determining the minimum daily Posting and will not take account of any Posting on the Working Day after a Bank Holiday when determining the maximum daily Posting.
- 3.7 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 30 Day period. We will not reduce the Charges during this review process.

- 3.8 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 (except in relation to volume) 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.
- 3.9 If we find from sampling your Postings that your Actual Posting Profile (except in relation to volume) 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.
- 3.10 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.

Royal Mail 24, Royal Mail 48, Royal Mail Tracked Returns 24 and Royal Mail Tracked Returns 48

- 3.11 If the average volumetric of Items in any one Posting using any of Royal Mail 24, Royal Mail 48, Royal Mail Tracked Returns 24 and/or Royal Mail Tracked Returns 48 exceeds 10 litres then at our absolute discretion we may upon giving you 30 Days' notice:
- 3.11.1 vary the Charges; and/or
- 3.11.2 transfer your Postings to one of our other Parcel Products.

4. Royal Mail Tracked 24 and Royal Mail Tracked 48

- 4.1 This paragraph 4 applies to all Postings using Royal Mail Tracked 24 and Royal Mail Tracked 48.

Items we cannot deliver

- 4.2 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 or if you have chosen the Signature Capture Option and we are unable to deliver your Item, we will charge you at the rates set out in the Price Confirmation Letter or Rate Card (as applicable).

Safeplace option

- 4.3 Subject to the terms of this Agreement, 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. If we agree that you may use the Safeplace option then you must adhere to all relevant requirements in the Parcels User Guide.
- 4.4 You confirm that you have obtained the Intended 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.
- 4.5 We grant you a non-exclusive personal licence to use our Royal Mail Safeplace image on all material, subject to the termination or expiry of this Agreement and the following requirements:
- 4.5.1 you must include a statement in all Royal Mail Safeplace Material stating "The Royal Mail Safeplace image is reproduced with the permission of Royal Mail Group Ltd."; and
- 4.5.2 you must submit the Royal Mail Safeplace 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.
- 4.6 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.

Contents of Items

- 4.7 You must not hand over any single Item which has a value of more than £500. If you breach this paragraph 4.7 then:
- 4.7.1 we accept no liability in respect of such Item (to avoid doubt, if we lose or damage such Item then we will not make any compensation payment); and
 - 4.7.2 you must pay us for any costs (including legal costs), expenses, claims, losses, damages and awards we incur as a result of such breach.

Jersey, Guernsey and the Isle of Man

- 4.8 We may not scan Items that we deliver to Jersey, Guernsey and the Isle of Man at the Intended Recipient's address or the address of the Representative (as the case may be).

5. Royal Mail Tracked Returns 24 and Royal Mail Tracked Returns 48

- 5.1 This paragraph 5 applies to all Postings using Royal Mail Tracked Returns 24 and Royal Mail Tracked Returns 48.

Return Items

- 5.2 You will be liable if your customer does not comply with this paragraph 5 or the provisions of the Parcels User Guide relating to labelling. Any Return Items that are not labelled in accordance with this paragraph 5 or the Parcels User Guide 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.
- 5.3 You must not change the address of the return Site without first getting our permission in writing.
- 5.4 If you do not meet any of the terms of paragraphs 5.2, 5.3 or 5.6 we can charge you Postage on that Return Item at the standard public tariff rate that applies to an Item of the same size, weight and class and any extra Charges for Items with unpaid or underpaid Postage. You must pay these Charges within 30 Days of receiving an invoice from us.

Ending the Agreement

- 5.5 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.

Labelling requirements

- 5.6 Your right to use these Products will depend on you making sure your customer labels each Return Item in the following manner:
- 5.6.1 each Return Item has a return label we have approved fixed to it in a clear position on the Item;
 - 5.6.2 each return label
 - (a) 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;
 - (b) shows the correct return address; and
 - (c) meets the requirements and design standards we set for Return Item labels set out in the Parcels User Guide, which may include any Royal Mail bar code requirement and specification that we provide you;
 - 5.6.3 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
 - 5.6.4 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. Special Delivery Guaranteed by 9am and Special Delivery Guaranteed by 1pm

- 6.1 This paragraph 6 applies to all Postings using Special Delivery Guaranteed by 9am and Special Delivery Guaranteed by 1pm.

Delivering your Items

- 6.2 Notwithstanding paragraph 0, but subject to the terms of the Parcels User Guide, we will deliver all Special Delivery Guaranteed by 9am and Special Delivery Guaranteed by 1pm Items by the delivery time set out in the Parcels User Guide except:
- 6.2.1 we do not guarantee the delivery time for Items to an address for which a person has used our redirection service or any BFPO; and
- 6.2.2 we do not guarantee delivery on Sundays or Bank Holidays. We may deliver on these Days if operationally possible.
- 6.3 Saturday Guaranteed Delivery is not available for:
- 6.3.1 Items which are scheduled to take more than one Day to reach their destination; and
- 6.3.2 any Item addressed to a bank, building society, jeweller, Post Office® or travel agent.
- 6.4 We can suspend or cancel the guarantee of delivery times at any time by giving you notice.
- 6.5 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 any other statute are expressly excluded.

Contents of Items

- 6.6 Subject to paragraphs 6.7, 6.8 and 10, you can only send Valuables using Special Delivery Guaranteed by 9am and Special Delivery Guaranteed by 1pm.
- 6.7 You must not hand over any single Item whose contents have a total value of more than £2,500.
- 6.8 In relation to each address you ask us to deliver to, you must not give us, on any one Day:
- 6.8.1 more than four Items containing money; or
- 6.8.2 four or less Items whose contents containing money have a total value of more than £7,500.
- 6.9 If you do not comply with paragraphs 6.7 or 6.8 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 we will not be responsible to you for any loss or damage for those Items, including in respect of any compensation specified in Appendix B (Compensation Matrix) of the General Terms.

Delays

- 6.10 If we do not deliver an Item, or make a first attempt at delivery, in line with paragraph 6.2, then unless paragraph 6.11 applies we will pay you the relevant Postage in respect of that Item.
- 6.11 If you have purchased consequential loss compensation and we do not deliver an Item, or make a first attempt at delivery, in line with paragraph 6.2, we will pay you compensation for the Item and its contents based on the actual loss you suffer and in accordance with Clause 14 of the General Terms. The compensation will not be more than the maximum amount of consequential loss compensation you have paid for. All claims made under either paragraph 6.10 or 6.11 must be made within 14 days of the date we received the relevant Item.
- 6.12 All claims made under either paragraph 6.10 or 6.11 must be made within 14 days of the date we accepted and the relevant Item.

Late access service

- 6.13 If we agree, at our absolute discretion, to provide you with a Late Access Service you must: agree to our staff preparing the Items for despatch on your premises; make sure each Posting is available for us to collect at the time we agree; make sure that you record all Items for the Late Access Service separately from the Items you Handover during normal service hours; and pay us our extra charges for providing this Late Access Service as set out in the Price Confirmation Letter or Rate Card (as applicable).

Forecasting

- 6.14 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 paragraphs 5.10 and 5.11. If you do not give us this notice we may not accept that Posting.

7. Special Delivery Guaranteed Returns

The terms of the Royal Mail Licence Agreement for Response Services apply to Special Delivery Guaranteed Returns. If these Specific Terms or any term in the Parcels User Guide contradict the terms of the Royal Mail Licence Agreement for Response Services, the terms of the Royal Mail Licence Agreement for Response Services will apply.

8. Signed For™ Option

- 8.1 Provided that you meet the terms set out in this paragraph 8 and you pay any extra charges, you can send Postings using our Signed For™ Option in respect of the following Products: Royal Mail 24, Royal Mail 48, and 1st Class and 2nd Class Account Mail (Parcels).
- 8.2 You 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 Parcels User Guide. When we deliver an Item sent using the Signed For™ Option, the Intended Recipient or their Representative must sign for it.
- 8.3 Subject to you labelling Items in accordance with paragraph 8.2, we will refund the Signed For™ Option fee provided:
- 8.3.1 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;
- 8.3.2 you request for us to provide such refund within 3 months of the date the Item was posted; and
- 8.3.3 you comply with paragraph 8.5.
- 8.4 In relation to the Products listed at paragraph 8.1, you can obtain Proof of Delivery at <https://www.royalmail.com/business/track-your-item#/> (or such replacement URLs) for 12 months after the date of Posting.
- 8.5 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 Parcels 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.

9. Delivery Confirmation

- 9.1 Delivery Confirmation is available (subject to paragraph 9.2) for Items sent by Royal Mail 24, Royal Mail 48, 1st Class and 2nd Class Account Mail to addresses in the UK only and is not available, for the avoidance of doubt for Items sent to the Channel Islands and the Isle of Man. Delivery Confirmation is also available on certain Large Letter fulfilment services, as specified from time to time on our website
- 9.2 Delivery Confirmation requires the secure application by you or by your agent of an appropriate Royal Mail barcoded postage label to the cover the Item in a manner and position specified by us.
- 9.3 Delivery Confirmation provides a way of gaining confirmation of delivery or attempted delivery but is not a notification or tracked service. You may obtain a copy of the data captured upon delivery or attempted delivery of the Item from our website (<https://www.royalmail.com/confirm>).
- 9.4 We reserve the right to withdraw or alter the Delivery Confirmation service at any time and without giving you prior notice. Delivery Confirmation is not guaranteed and we will not accept responsibility for complaints or claims made in relation to the availability or accuracy of this service.

10. Tickets

- 10.1 Notwithstanding any other provision in this Agreement you may only send:
- 10.1.1 non-transferable tickets using Tracked 24, Tracked 48 or Special Delivery Guaranteed Products; and
- 10.1.2 any other type of ticket using Special Delivery Guaranteed Products.
- 10.2 If you send non-transferable tickets using Tracked 24 or Tracked 48 Products then you do so at your own risk and, to the fullest extent permitted by law, we exclude all liability in

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- circumstances where we lose or damage non-transferable tickets sent using those Products (and, to avoid doubt, we will not pay any compensation to you in such circumstances).
- 10.3 If you breach paragraph 10.1 then we will not be liable to you under any circumstances and we may terminate this Agreement upon immediate notice.