



## **Royal Mail Door to Door Terms and Conditions**

May 2018

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## Royal Mail Door to Door terms and conditions

### 1 Who the Door to Door terms and conditions apply to

- A. Royal Mail Group Limited, a company incorporated in England and Wales (number 4138203) with its registered address at 100 Victoria Embankment, London, EC4Y 0HQ (**we, us or our**); and
- B. Your company or organisation (**you or your**).

### 2 Definitions

You may not be familiar with some of the words or phrases that 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 or in the following section.

**Affiliate** means a person or company who purchases the Door to Door Service on behalf of a Customer and who has entered in the Door to Door Affiliate Agreement with Royal Mail.

**Booking Start Date** means the date on which the Door to Door Service for a given booking will commence.

**Category Code** the code under which an Item is classified for booking purposes. The codes we use can be found on our website at [www.royalmail.com/doortodoor](http://www.royalmail.com/doortodoor) (as amended and updated from time to time).

**Collection and Handover Service** the service by which we will come to your premises, pick up the Items and deliver them to our premises ourselves.

**Competing Item** any Item (but not including Exceptional Items or Heavyweight Items) which does not come from you and which we consider should properly be categorised in the same Category Code as your Items.

**Confirmation Email** your email acceptance of our offer to provide the Door to Door Service to you under the terms of the Agreement.

**Contract Number** a unique reference code of no more than twenty (20) characters which identifies a specific booking, such that each booking made via the Door to Door Service will have

a unique and distinct Contract Number associated with it.

<b>Customer</b>	means the person or company who purchases the Door to Door Services.
<b>Data</b>	means any personal data provided, or made available, to us by or on behalf of you in connection with the provision of services by us under this Agreement.
<b>Data Opt Out</b>	means your right to opt out of JIC Mail's data sharing initiative as referred to in clause 16.2.
<b>Delivery Officer</b>	means the individual who shall deliver the Items.
<b>Delivery Officer's Walk</b>	the route the Delivery Officer has been allocated.
<b>Delivery Point Address</b>	any house, property or building, falling within a Delivery Officer's Walk, which can be identified and to which mail can be addressed and posted, and to which we can reasonably expect to deliver mail.
<b>Delivery Schedule</b>	the schedule which describes Handover Points, the numbers of Items and the corresponding preferred postcode sectors and dates for delivery.
<b>Door to Door Information</b>	means, in respect of a given booking: <ul style="list-style-type: none"><li>(a) the information provided to us on that booking's Delivery Schedule in the course of providing the Door to Door Service; and</li><li>(b) the sample for that booking; and</li><li>(c) the Contract Number provided by us to you for that booking.</li></ul>
<b>Door to Door Logos</b>	the logos and trademarks we have approved for use (not including PPI).

<b>Door to Door Service</b>	our service for delivering Customers' unaddressed Items.
<b>Exceptional Items</b>	means: <ul style="list-style-type: none"> <li>(a) Multi-ad Items;</li> <li>(b) Items booked by or on behalf of the Government, any local authority, political party or religious organisation;</li> <li>(c) Items concerning any other causes or campaigns of a political, public health or religious nature.</li> </ul>
<b>Handover</b>	when we are in physical possession of your Item(s) either after receipt at our Walk Bundling Centres or being handed over to a collection officer if using our door to door collection service as set out in clause 5.1.
<b>Handover and User Guide</b>	the operational document which sets out the instructions for the Handover of Items for the Door to Door Service, as amended from time to time.
<b>Handover Point</b>	the place(s) set out in the Delivery Schedule where you agree to give us the Items you want us to deliver for the purposes of achieving Handover. Such places may include part of your or our premises, or any other point as we may agree from time to time.
<b>Heavyweight Item</b>	means any Item weighing in excess of 250g.
<b>Independent Marketing Specialists</b>	means: <ul style="list-style-type: none"> <li>(a) Ebquity PLC (company no. 03967525) whose registered address is Citypoint, One Ropemaker Street London, EC2Y 9AW; and</li> <li>(b) Nielsen Media Research Limited (company no. 01765758) with registered offices at Atrium Court, The Ring, Bracknell, Berkshire, RG12 7BZ,</li> </ul> <p>and such additional and/or replacement independent advertising market analysts as appointed by JIC Mail from time to time.</p>

<b>Industry Input Data</b>	<p>means in respect of each booking for which the Data Opt Out has not been exercised:</p> <ul style="list-style-type: none"> <li>(a) the identity of the advertiser and the brand for that booking;</li> <li>(b) volume of Items for that booking; and/or</li> <li>(c) the Contract Number for that booking.</li> </ul>
<b>Intellectual Property</b>	<p>patents, trade marks and service marks, rights in business and trade names and get-up, copyright and neighbouring rights, topography rights, database rights, design rights, goodwill, trade secrets and confidentiality rights, rights in domain names, rights in know-how and all other intellectual property rights and rights or forms of protection of a similar nature anywhere in the world whether or not any of them are registered.</p>
<b>Item</b>	<p>unaddressed single postal packets or mail made up of promotional material, including Multi-ad Items and Heavyweight Items, which we receive from you, as described in the Preface.</p>
<b>JIC Mail</b>	<p>means JIC Mail Limited with company number 04123433 and whose registered address is 70 Margaret Street London W1W 8SS, or such replacement company from time to time.</p>
<b>Late Booking</b>	<p>means a booking which is made between the Monday and the Friday (inclusive) three weeks prior to the week in which the relevant Items are to be delivered.</p>
<b>Leaflet Producer</b>	<p>means an entity who produces Items and hands them over to us for the Door to Door Service on your behalf.</p>
<b>Majoritisation</b>	<p>where a delivery walk crosses two or more postcode sectors it is assigned to the postcode sector in which the majority of its delivery addresses reside.</p>
<b>Multi-ad Item</b>	<p>an Item which contains advertising for more than one service, event, range of products, company or brand.</p>

**New User** means a Customer who has not previously used the Door to Door Service (whether directly or through an Affiliate).

**Non-Compliant Item** an Item that does not meet the instructions and requirements set out in this document and / or the Handover and User Guide.

**Postage** the amount you must pay for each Item calculated using the rate card.

**PPI** a printed postage impression that shows Postage has been paid.

**Preface** the part of the agreement between you and us that records the number and weight of your Items you want to deliver using the Door to Door Service, and the relevant charges.

**Rate Card** the standard charges for deliveries using the Door to Door Service, which can be found on our website at [www.royalmail.com/doortodoor](http://www.royalmail.com/doortodoor) (as amended and updated from time to time).

**Walk Bundling Centres** the sites identified in the Handover and User Guide where you can hand over your Items.

**Week** shall mean seven (7) consecutive days commencing on a Monday and ending on the following Sunday.

### **3 Door to Door Service**

Our Door to Door Service is the service we provide for delivering Customers' unaddressed Items. With this service, we do not guarantee to deliver the Items by a certain date or time.

3.1 Where you wish to use our Door to Door Service, you must make a booking with us for delivery of your Items. You can only book Items for delivery up to thirteen (13) weeks in advance under a single Agreement.

3.2 This document sets out the terms under which:

3.2.1 we agree to provide you with the Door to Door Service; and

- 3.2.2 you agree to meet the obligations set out in the Agreement.
- 3.3 The **Agreement** between you and us for the Door to Door Service is made up of:
  - 3.3.1 the Preface;
  - 3.3.2 the terms and conditions set out in this document;
  - 3.3.3 the Delivery Schedule, which we may supply to you in either paper or electronic format, and which we may change from time to time, in line with clauses 4.11 and 5; and
  - 3.3.4 the Handover and User Guide.
- 3.4 The Agreement will begin on the date we receive your signed Preface or the date we acknowledge (by email) receipt of your Confirmation Email (whichever is the earlier) or, if you book online, the date we send you an email (with a breakdown of costs and Delivery Schedule attached) to confirm your booking.
- 3.5 If you send a Confirmation Email to us or book online with us, you will be considered to have read, understood and agreed to these terms and conditions.
- 3.6 Once the Agreement has started, you cannot make changes to it without our written approval and such changes must be made in accordance with clause 15.3. We have the right to refuse any changes.
- 3.7 You and we agree to keep the details on the Preface and Delivery Schedule confidential between ourselves.

#### **4 Your duties**

- 4.1 You must check the details of your booking on the booking confirmation form or, if you book online, on the confirmation screen of the Door to Door website.
- 4.2 If you cancel a delivery, we may charge you a cancellation fee (see clause 11.6).
- 4.3 At the time you make your booking, you must use your best endeavours to apply the most appropriate Category Code. If you are unsure what the most appropriate Category Code is, you must consult with us, using the contact details at page 24 of the Handover and User Guide. If, after reviewing the content of your Item, we decide that you did not apply the most appropriate Category Code to that Item, the Item will be treated as a Non-Compliant Item and the provisions of clause 5.12 will apply.
- 4.4 At the time you make you booking, you are responsible for stating where an Item is a Heavyweight Item and for providing the corresponding weight of the Item. If, after reviewing your Item, we decide that you did not properly categorise your Item as a Heavyweight Item and/or did not provide the correct weight, the Item will be treated as a Non-Compliant Item and the provisions of clause 5.11 will apply.
- 4.5 At the time of your booking for a particular Item, you must send a sample of the Item to the Door to Door Service administration team for review, for further details see the Handover and User Guide. We reserve the right to refuse to accept or deliver Items

and/or charge you cancellation fees as set out in clause 11.6 where the sample for an Item indicates that the Item is a Non-Compliant Item, including (but not limited to) where:

- 4.5.1 there is a visible return address or freepost/response licence address on the outer part of the Item; and / or
- 4.5.2 the Item contravenes the provisions for using Door to Door Logos as set out in clause 8;

We reserve our rights to refuse to accept or deliver Items and/or charge you cancellation fees as set out in clause 11.6 if at any time during the Agreement we discover that an Item is a Non-Compliant Item.

4.6 When you transfer the Items to us for delivery at the Handover Point, you must also provide a formal consignment note (previously called a 'proof of delivery of consignment' form and referred to as the "Proof of Delivery" in the Handover and User Guide) setting out the following:

- 4.6.1 Your name and the client name (for Affiliates).
- 4.6.2 The address the Items have come from.
- 4.6.3 The address the Items are to be delivered to and the delivery dates.
- 4.6.4 The date and time the Items have been handed to us by you or by your agent at the Handover Point and state the Handover Point (such as the Walk Bundling Centre where you are handing over your Items).
- 4.6.5 The distribution start date.
- 4.6.6 The Contract Number (this is the unique code we give you when we enter into the Agreement and is set out in the Delivery Schedule).
- 4.6.7 The number of Items per box.
- 4.6.8 The distribution number (this is shown in the Delivery Schedule and corresponds to the year and delivery period – Monday to Saturday – in which the Items will be delivered).
- 4.6.9 The leaflet design number (this is the number which corresponds to a specific design of Item being delivered in a delivery period).
- 4.6.10 The number of pallets and/or boxes (or both) being delivered and the box/pallet number (such as number X of Y).
- 4.6.11 The name and signature of your representative who handed over the Items to us at the Handover Point.
- 4.6.12 Space for us to record any comments.

You should also obtain the name and signature of our representative who collects the Items from you or confirms that we have received the Items.

4.7 Our Walk Bundling Centres are based within busy Royal Mail operational sites and as such we recommend that Customers use our Collection and Handover Service. If you decide to Handover your Items at our Walk Bundling Centres, it is vital that you/your appointed representative/s handing over your Items adhere to the health and safety requirements contained in the Handover and User Guide.

4.8 You must not provide for delivery any Items which, in our reasonable opinion:

4.8.1 are likely to cause embarrassment to us, our employees or the person who will receive the Item;

4.8.2 will harm, or are likely to harm, our reputation;

4.8.3 are banned or restricted by law or by any regulations or guidelines;

4.8.4 relate to more than one company, legal entity or organisation;

4.8.5 are dangerous (that is, are banned by law or could harm people); or

4.8.6 are Non-Compliant Items.

If you fail to comply with the requirements of this clause, we will give you notice in writing and we reserve the rights to refuse to accept or deliver such Items and/or charge you cancellation fees as set out in clause 11.6.

4.9 If clauses 4.7 or 4.8 apply and we choose to refuse to process the Items, you must do the following upon notification by us:

4.9.1 In accordance with this clause 4, instruct us to carry out any necessary rework (if there is time before your delivery date, as set out in the Delivery Schedule) or collect the Items within five (5) calendar days (Monday to Friday, except public and bank holidays) or any other shorter period we may specify and do any necessary rework yourself (if there is time before your delivery date). If you do not pick up your Items or instruct us to carry out any necessary rework, we may destroy the Items without contacting you further, and we will not have any liability to you as a result.

4.9.2 If you or we do not conduct the necessary rework, you must pay the cancellation fees (see clause 11.6) for failing to present the Items in line with these terms and conditions.

4.10 You acknowledge and agree that we do not have any influence or control over the response of the person who receives the Items.

4.11 We may change the Delivery Schedule at any time, if necessary, by giving you notice in writing. We will try to give you as much notice as possible.

4.12 We have the right to refuse to accept or deliver any Non-Compliant Items but:

4.12.1 on the first occasion in any twenty four (24) month period, we will notify you that the Items do not meet the instructions in the Handover and User Guide

and you can request that we rework (repackage) the Items and, if we carry out such rework we will not charge you our 'rework fee'.

- 4.12.2 on any second, third or fourth occasion in any twenty four (24) month period, we will notify you that the Items do not meet the instructions in the Handover and User Guide and you can request that we rework (repackage) the Items and we will charge you our 'rework fee' as set out in clauses 4.13 and 4.14.
- 4.13 Unless clause 4.12.1 applies, we will, as a minimum, charge the flat rework fee of £50 per booking if we have carried out the rework of any Non-Compliant Items in accordance with your instructions.
- 4.14 If we decide that the cost of the rework is more than £50, we will contact you and give you an estimate of what the rework fee will be based on an hourly rate of £25. We will not confirm the actual rework fee until we have finished repackaging the Items. You can either:
  - 4.14.1 agree to the rework and pay the rework fee; or
  - 4.14.2 not agree to the rework and do the following:
    - (a) collect the Items within five (5) calendar days or any other shorter period we may specify and do any necessary rework yourself if there is time before your delivery date, as set out in the Delivery Schedule. If you do not pick up your Items, we may destroy the Items without contacting you further, and we will not have any liability to you as a result; or
    - (b) if you or we do not conduct the necessary rework, you must pay the cancellation fee, as set out in clause 11.6.
- 4.15 You must not at any time wrongfully hold yourself as being a New User. Where you wrongfully hold yourself out as being a New User to obtain an incentive, discounted rate or other benefit reserved for New Users, we reserve the right to:
  - 4.15.1 increase the charges payable by you under this Agreement by the value of the difference between the amount that should have been payable by you had you not wrongfully held yourself out to be New User;
  - 4.15.2 refuse to accept or deliver your Items and charge you cancellation fees in accordance with clause 11.6; and/or
  - 4.15.3 terminate all or part of this Agreement in accordance with clause 11.
- 4.16 If you meet the eligibility criteria set out in clause 4.17, you may make a Late Booking. The following terms apply to any Late Booking (in addition to all other terms of this Agreement):
  - 4.16.1 the minimum order value is £500;
  - 4.16.2 you may not cancel a standard booking and rebook the same or similar as a Late Booking;

- 4.16.3 only Items in the weight ranges of 0-20g and 20-35g can be booked as a Late Booking;
- 4.16.4 the postcode sectors in respect of which a Late Booking is available will be published on the Monday which is 3 weeks prior to the week in which a Late Booking delivery can be booked in those postcode sectors. We do not guarantee that any minimum number of postcode sectors will be made available for a Late Booking; and
- 4.16.5 a Late Booking must be booked by 1pm on the Friday in the week which is 3 weeks before the week in which the relevant Items are to be delivered,

notwithstanding the above, we may end the provision of Late Bookings at any time without notice.

4.17 You may only make a Late Booking if you meet the following requirements:

- 4.17.1 you have a standard booking with a Booking Start Date which falls within the period which is 26 weeks after the date on which you seek to book a Late Booking; and
- 4.17.2 a minimum of 70% of your total bookings (in a period to be determined at our discretion) have been standard bookings; or
- 4.17.3 you have not used the Door to Door Service in the 18 months prior to the date on which you seek to make a Late Booking.

4.18 If you are eligible to make a Late Booking in accordance with clause 4.17.3, then you may only book 3 Late Bookings in 3 consecutive months and we will not accept any further Late Bookings from you until you have made a standard booking and you meet the requirements of clauses 4.17.1 and 4.17.2.

## **5 Our duties and rights**

- 5.1 If we have agreed to collect Items from you, we will collect the Items from the Handover Point at the times we have already confirmed with you or your agent.
- 5.2 We will make reasonable efforts to deliver the Items (as long as they meet the requirements set out in the Agreement) within the times set out in the Delivery Schedule and in line with the terms in this clause 5.
- 5.3 Our recommended method of delivery is for each Item to be prepared for delivery by being stacked individually one on top of the other. Whilst we will use reasonable endeavours to ensure that Items are delivered in this manner, for operational reasons this will not always be possible.
- 5.4 We will confirm we have received the Items at the Handover Point when you present a consignment note in line with clause 4.6. However, this confirmation is neither proof of the number of Items we have received, nor that they meet our requirements, nor confirmation that we accept the Items for delivery. We will accept the Items for delivery once we are satisfied that the Items and the documentation that comes with them are accurate and in line with this Agreement.

- 5.5 Our duties in relation to delivering Items depend on the following:
- 5.5.1 A Delivery Officer's Walk crosses multiple postcode sectors. If the Delivery Officer's Walk crosses an area with a different postcode sector to that set out in the Delivery Schedule, for the purposes of delivery we will apply the principle of Majoritisation and allocate your Items for delivery in the postcode sector in which most of the Delivery Officer's Walk lies. This will mean that, in certain cases:
- (a) Items may be delivered to parts of postcode sectors that are not set out in the Delivery Schedule (as those postcode sectors also comprise the Delivery Officer's Walk); and/or
  - (b) Items may not be delivered to parts of postcode sectors that are set out in the Delivery Schedule (as those postcode sectors do not form part of the Delivery Officer's Walk).
- 5.5.2 The number of Delivery Point Addresses in any given postcode sector will vary from time to time, as further described in clause 5.5.4. As a result, the number of Items we will deliver may differ by 5% (under or over) from the number specified in the Delivery Schedule at the time you made your booking.
- 5.5.3 If there are not enough Items for us to be able to complete delivery to all Delivery Point Addresses on a Delivery Officer's Walk, we will decide which Delivery Point Addresses will receive an Item.
- 5.5.4 Postcode sector counts are reviewed monthly and are subject to change. Postcode sector counts are accurate at the time of the Customer's booking for an Item. As a result of the postcode sector count reviews, postcodes may be altered or removed due to, amongst other things, the redevelopment of land, or realignment of a geographical area. If a postcode sector count update has occurred since the booking was placed and the original postcode has been removed or altered, we will try (but cannot guarantee) to deliver the Items to the same geographical area where possible.
- 5.5.5 We allow for a 5% difference (under or over) in the estimated total number of Items we will deliver. If the overall total we actually deliver falls short by more than 5% of the estimated total, we may, at our sole discretion, credit you an amount equal to the amount of the shortfall, as long as the shortfall has not been caused by you either failing to provide enough Items for us to deliver or delivering the Items to the Handover Point late.
- 5.6 We have a duty not to deliver any Items to an address from which we have received a written request not to deliver such Items (these addresses will not normally be included in the number of Delivery Point Addresses) or where we do not consider it safe or sensible to do so. In either case, we will not be liable for paying you any refund or credit.
- 5.7 We may destroy any Items left over after our delivery, without giving you notice and without having any liability to you.
- 5.8 If you cancel a delivery after we have processed the Items and dispatched them from the Handover Point, we may not return those Items to you intact or at all.

- 5.9 We will try not to deliver Competing Items to postcode sectors you have specified in the Delivery Schedule during the delivery period agreed with you subject to the following:
- 5.9.1 We will be entitled to deliver a Multi-ad Item with items for other Customers, even if the other Customer's items could be considered to be competing directly with parts or all of the subject matter of the Multi-ad Item.
  - 5.9.2 Where you have booked a Heavyweight Item and the delivery period is scheduled for longer than one (1) week, we will be entitled to deliver Competing Items within the same delivery period.
- 5.10 We will try to deliver Heavyweight Items within:
- 5.10.1 four (4) weeks of the specified delivery date specified in the Delivery Schedule for Heavyweight Items with a weight of 700 grams or more but less than 1000 grams;
  - 5.10.2 three (3) weeks of the specified delivery date specified in the Delivery Schedule for Heavyweight Items with a weight of 450 grams or more but less than 700 grams; and
  - 5.10.3 two (2) weeks of the specified delivery date specified in the Delivery Schedule for Heavyweight Items with a weight of more than 250 grams but less than 450 grams.
- 5.11 If, after reviewing your Item, we decide that you did not apply properly categorise your Item as a Heavyweight Item and/or did not provide the correct weight, we may do any one or more of the following:
- 5.11.1 increase the charges payable by you under this Agreement by the value of the difference between the amount that should have been payable by you had you properly categorised your Item and/or provided the correct weight;
  - 5.11.2 refuse to accept or deliver your Items and charge you cancellation fees in accordance with clause 11.6; and/or
  - 5.11.3 terminate all or part of this Agreement in accordance with clause 11.
- 5.12 If, after reviewing the content of your Item, we decide that you did not apply the most appropriate Category Code to that Item at the time you made your booking, we may do any one or more of the following:
- 5.12.1 apply the more appropriate Category Code;
  - 5.12.2 choose not to deliver the Item, during the delivery period booked, to any postcode sectors in which it would be a Competing Item to another Item (which has not been booked by you) booked for delivery during that same delivery period; and
  - 5.12.3 apply and charge to you, the cancellation fees as set out in clause 11.6 below.

- 5.13 We will have the right to inspect the Items at the Handover Point to check that you are meeting the requirements of clauses 4.6, 4.7 and 4.8 and we may exercise any one or more of our rights if we discover that you have not complied with your obligations.
- 5.14 Without affecting clause 5.12 above, we will not have a duty to carry out any checks to make sure you are meeting your requirements of clauses 4.6, 4.7 and 4.8. Accepting your Items at the Handover Point will not prevent us from later making you aware of any problems with your Items and either asking that you put right those problems or cancelling the delivery.
- 5.15 We can change the delivery charges after giving you three (3) months' notice in writing. If you have booked any deliveries in advance, the charges that were in place at the time that you made that booking (or made changes to that booking, if you did so later) will apply.
- 5.16 We can change the terms and conditions of the Door to Door Service after giving you three months' notice in writing.

## **6 Charges, invoices and accounting arrangements**

- 6.1 The charges for the Door to Door Service are calculated in accordance with the Rate Card.
- 6.2 You must pay all our charges plus VAT by the due date shown on the relevant invoice.
- 6.3 We will give you an invoice for our delivery charges, normally before the first day of each delivery. The amount on the invoice will be based on the number and weight of Items for that delivery (as shown on the Delivery Schedule), unless clauses 4.5, 4.8, 4.13, 4.14, 4.15, 5.11, 5.12 and/or 6.6 applies. The invoice will also include any other charges that apply in line with the Agreement.
- 6.4 If you fail to make any payment due under the Agreement (including any cancellation fee) by the date it is due (known as a **'late payment'**), we may, in line with clause 11.1, cancel all or part of the delivery and end the Agreement (in whole or in part) and/or cancel any other delivery scheduled to take place under the Agreement. We will be entitled to charge interest on any late payment at the yearly interest rate of 4% above the Bank of England base rate that applies for as long as that payment is overdue.
- 6.5 If you disagree with the amount of an invoice, you must pay the invoice in full until we settle the dispute. If appropriate we will then refund any overpayment you have made.
- 6.6 If the Items you present for delivery weigh more than you have declared in the Preface, we will be entitled to make an extra charge according to the tariff that applies at that time. In these circumstances, you agree that we will not be liable for delivering any Items late or failing to deliver them at all.

## **7 Liability**

- 7.1 In this clause, **'fail to make a delivery'** means any circumstances in which we:
- 7.1.1 deliver an Item before the delivery period in which it was booked to be delivered (as set out in the Delivery Schedule);

- 7.1.2 deliver an Item more than six (6) calendar days after the end of the delivery period in which it was booked to be delivered (such delivery period being set out in the Delivery Schedule); or
  - 7.1.3 fail to deliver an Item which was booked to be delivered (as set out in the Delivery Schedule),
- 7.2 If we lose or damage an Item before we are due to deliver it and this is as a result of us not meeting an obligation we have under the Agreement, we will pay you compensation for the loss or damage, in line with clauses 7.4 and 7.5, up to the amount it would reasonably cost to reprint the Item.
- 7.3 If we fail to make a delivery we will pay compensation. The amount of compensation will be based only on how much of the delivery was affected, although it will be limited to the delivery charges you paid for that delivery and is subject to clauses 5.5.5, 7.4, 7.5 and 7.7.
- 7.4 You must, in each case, make your claim for compensation under this clause 7 in writing, within forty (40) calendar days of the end of the relevant delivery period. You must support your claim by providing the following:
- 7.4.1 The consignment note we have signed (as required under clause 4.6), or any other proof which shows, to our satisfaction, that you handed over the Items to us.
  - 7.4.2 Satisfactory proof that we failed to make the delivery.
  - 7.4.3 Any relevant information about the Items, including (but not limited to) specific details of areas (including names and addresses) where we have failed to make a delivery. We will not consider isolated examples of a lack of response from the person who is meant to receive the Item (or Items) as full proof that we have failed to make a delivery.
  - 7.4.4 In the case of clause 7.2, satisfactory proof of how much it would cost to replace the Items.

If we investigate any complaint for which you have failed to provide satisfactory proof, we may claim from you, and you agree to pay, all reasonable costs we had to pay to carry out the investigation.

- 7.5 Neither we nor our officers, employees or agents will be responsible to you in any circumstances for:
- 7.5.1 any kind of loss, liability or cost (except as set out in clauses 7.2, 7.3 and 7.4) including but not limited to loss of profit, loss of business, loss of goodwill or loss of business opportunity; or
  - 7.5.2 any type of special or indirect loss, or loss arising from something else happening as a result of the loss, damage or delay to your Item;

regardless of how the loss or damage was caused, including if it is caused by the negligence of us, our officers, employees or agents.

- 7.6 We will not be liable for any loss, damage or failure to make a delivery, due to:
- 7.6.1 the nature or content of any Items;
  - 7.6.2 us delivering Items which are or may be dangerous;
  - 7.6.3 the Item having a return address or a Royal Mail Postage Paid Impression printed on it; or
  - 7.6.4 the Item breaking:
    - (a) the Advertising Standards Authority's British Code of Advertising Practice or British Code for Sales Promotion and Practice (each as amended and updated from time to time);
    - (b) any other industry guidelines that apply; or
    - (c) any law or regulation.
- 7.7 We do not accept any liability caused as a result of any loss or damage or any failure to make a delivery, if you have failed to keep to the terms of clauses 4 and 6.
- 7.8 You agree to pay us for any costs (including legal costs) expenses, claims, losses and damages that arise, and compensation we have to pay, because of the circumstances described in clause 7.6.

## **8 Intellectual Property**

- 8.1 You must not use our Intellectual Property except as expressly permitted in this Agreement and subject to any conditions we feel are necessary. You must not use any other marks or other get up which may be associated with or are confusingly similar to those used by us.
- 8.2 Without prejudice to clause 8.1, you must only use the Door to Door Logos in the exact form we have approved, and you must keep to the latest version of our branding guidelines for Door to Door Items. We will give you a copy of the latest guidelines when you enter into the Agreement with us.
- 8.3 All right, title and interest in and to our Intellectual Property belongs, and always will belong, to us or any member of our group companies. This Agreement does not and will not operate to grant you any rights (including without limitation any right to goodwill) in respect of the PPI or any other Intellectual Property we own.
- 8.4 You must not license, assign or register (or attempt any of those acts) in any country our Intellectual Property or any trade marks, designs, domain names, trading names or business names that are similar to any of the ones we own. You must not license, assign, register or use (or attempt any of those acts) product and service names, logos, trade marks, designs or domain names if they are in a form which is likely to cause confusion or affect the distinctive character of our Intellectual Property.
- 8.5 You must not portray any imagery or words related to us in any way which would or may bring us into disrepute. You must not use PPI on Items under this Agreement. You must

not do or suffer to be done anything which may adversely affect the distinctiveness of the PPI or our rights in and to the PPI or which might reduce their value.

- 8.6 You must ensure that any reproduction of our Intellectual Property, including the Door to Door Logos is accurate and of high quality. Material approved by us must not be changed by you without our prior written consent. If we fail to respond to a request you have made for approval, this does not mean we have granted our approval.
- 8.7 You undertake that no statements or claims in any form will be included on any material that indicate that we, or any member of our group companies has approved or recommended any other goods or services offered by you and/or any of your agents.
- 8.8 Irrespective of your compliance with this clause 8 any goodwill arising from your use of our Intellectual Property will automatically accrue to us, and you must, at your own expense, sign a confirmatory assignment of such goodwill if we ask you to do so.
- 8.9 We can withdraw our approval to your use of our Intellectual Property at any time by giving you at least thirty (30) days' notice in writing. If this happens, you can present any Items that carry the Door to Door Logos and that we have approved for future delivery periods for delivery during those periods, but we will not accept any further Items carrying the Door to Door Logos after the last relevant delivery period.
- 8.10 You acknowledge that you will be breaking the terms of the Agreement if you fail to meet any of the duties under clause 8.

## **9 Data Protection**

- 9.1 Terms and expressions used in this clause and not defined in this Agreement have the meanings assigned to them in the General Data Protection Regulation (EU) 2016/679 and any national implementing laws, regulation(s) and secondary legislation.
- 9.2 With respect to the parties' rights and obligations under this Agreement, we are the data controller of any Data.
- 9.3 The Data collected from you under this Agreement may be processed by us, third parties acting on our behalf and other organisations for the purposes set out in this Agreement. All processing of Data under this Agreement will be carried out in accordance with our privacy policy which can be found at [www.royalmail.com/customer-service/terms-and-conditions/privacy-policy](http://www.royalmail.com/customer-service/terms-and-conditions/privacy-policy).
- 9.4 Where you present the Data of a third party to us, you agree that you have that third party's permission to provide their Data to us, and that you have made them aware that their Data will be processed in accordance with our privacy policy. You agree to indemnify us for any loss or damage that we incur as a result of any failure by you to comply with your obligations under this clause 9.4.

## **10 Circumstances outside our control**

- 10.1 If we are not able to, or refuse to, carry out our duties under the Agreement for any period due to circumstances outside our control (including, but not limited to, fire, flood, riot, public disturbance, sabotage, natural disasters and industrial action), we will not have any liability to you for any loss or damage you suffer as a result.

- 10.2 We will make reasonable attempts to give you notice of circumstances outside our control and take whatever steps are reasonably practical to limit the effects those circumstances have on the Door to Door Service, and how long those effects last.

## **11 Cancellations, ending the Agreement and adding to bookings**

- 11.1 Unless otherwise agreed in writing between you and us, the Agreement commences in accordance with clause 3.4 above and shall end thirteen (13) weeks from the date the first delivery is made in accordance with the Delivery Schedule.

- 11.2 We can, by giving you notice, cancel a delivery under the Agreement, or end the Agreement altogether without giving notice, if:

11.2.1 you fail to pay any charges due under clause 6 by the date they are due;

11.2.2 your bank refuses or chooses not to honour your cheque or direct-debit payment;

11.2.3 you have any debts left to pay from using our Door to Door Service previously;

11.2.4 we reasonably consider that you have broken clause 14.1; or

11.2.5 you break any other of these terms and conditions in a significant way, and fail to put the matter right despite us having given you ten (10) calendar days' notice to do so.

- 11.3 We can end the Agreement, after giving you notice, if:

11.3.1 you become bankrupt, insolvent or unable to pay your debts;

11.3.2 you pass a resolution for winding up your business, or a court makes an order to wind up the business (other than for the purpose of reorganising your business);

11.3.3 a receiver, manager or an administrator is appointed over any or all of your assets;

11.3.4 you make any arrangement with or for the benefit of your creditors; or

11.3.5 anything similar to clauses 11.3.1 to 11.3.4 (inclusive) occurs to you under the laws of any jurisdiction.

- 11.4 We can, at any time and without having any liability to you, cancel a delivery to one or more postcode sectors under the Agreement, or end the Agreement altogether, after giving you three (3) months' notice in writing.

- 11.5 You can cancel a delivery to one or more postcode sectors or end the Agreement at any time by writing to us. However, you will still have to pay any cancellation fees you owe us under the Agreement.

- 11.6 You will need to pay cancellation fees in the following circumstances.

- 11.6.1 If we cancel all or part of a delivery or end the Agreement in whole or in part under clauses 11.2 or 11.3, if we refuse to accept or deliver Items under clauses 4.5, 4.8, 4.9.2, 4.15, 5.11 or 5.12 or if you cancel all or part of a delivery or end the Agreement under clause 11.5, then, unless clause 11.7 applies, you will pay a cancellation fee as set out below.
- (a) If there are **twenty-six (26) Weeks or more** left before the first day of delivery to the applicable postcode sector(s) – 10% of the applicable delivery charges (subject to a minimum fee of £100).
  - (b) If there are **less than twenty-six (26) Weeks but more than thirteen (13) Weeks** left before the first day of delivery to the applicable postcode sector(s) – 20% of the applicable delivery charges (subject to a minimum fee of £100).
  - (c) If there are **thirteen (13) Weeks or less left** before the first day of delivery to the applicable postcode sector(s) and you have not completed Handover – 50% of the applicable delivery charges (subject to a minimum fee of £100).
  - (d) If there are **thirteen (13) Weeks or less left** before the first day of delivery to the applicable postcode sector(s) and you have completed Handover – 100% of the applicable delivery charges (subject to a minimum fee of £100).
  - (e) If you do not deliver the Items to be distributed and have not cancelled in line with this clause 11, 100% of the applicable delivery charges (subject to a minimum fee of £100).

#### **Adding additional postcode sectors to an existing booking**

- 11.6.2 In line with clause 3.6, if you ask to make a change in the volume of Items and it results in an increase in the overall number of Delivery Point Addresses in the area the Items are to be delivered to:
- (a) we will charge you for the new, recalculated, overall number of Delivery Point Addresses (the original number of Delivery Point Addresses and the number of increased Delivery Point Addresses);
  - (b) the additional number of Delivery Point Addresses will be charged in accordance with the valid rate card at the time of making the increase request but the original number of Delivery Point Addresses will remain priced as they are and we will add the additional number to the charges payable under the Agreement; and
  - (c) any volume related discounts shall be applied to the new, recalculated, overall number of Delivery Point Addresses.

However, if the applicable charges for the original number of Delivery Point Addresses has already been invoiced, the number of increased Delivery Point Addresses will be automatically treated as a new booking and new Agreement:

- (a) we will charge you in accordance with the valid rate card at the time of making such a new booking;
- (b) we will charge you in accordance with the volume of the new booking alone (not taking into account the volume of the increased delivery points combined with the volume in the original booking); and
- (c) within seven (7) calendar days of the new booking, we will calculate what the volume related discount would have been if the volume of the original booking and new booking combined was considered at the time of the new booking (so based on the prices and discounts at that time) and will credit the amount of any volume related discount in the charges which you should have received to your next invoice (whether under the original Agreement or the new Agreement).

11.6.3 If you ask to make a change that reduces the overall number of Delivery Point Addresses in the area the Items are to be delivered to, this will be treated as a full cancellation and subject to the cancellation fees set out in clause 11.6.1. For the avoidance of doubt, the remaining number of Delivery Point Addresses, that Items were booked to be delivered to, will be treated as an automatic new booking and new Agreement and we will charge you in accordance with the valid rate card at the time of making such new booking. If you book extra postcode sectors or other delivery periods to return the number of Delivery Point Addresses to more than the original number you booked, if you do so within fourteen (14) calendar days of the request that reduces the overall number of Delivery Point Addresses, we will not charge you a cancellation fee or we will credit any paid cancellation fees to your next invoice if clause 11.9 applies.

11.6.4 Cancellation fees will be invoiced and payable in accordance with clause 6.1 above.

11.7 If we break clause 14.1, you can cancel any deliveries or end this Agreement (or both). In those circumstances, unless 11.8 below applies, you will not be liable for any cancellation fees set out in clause 11.6.1 for any deliveries booked before you found out about us breaking clause 14.1.

11.8 If clause 14.1 was broken by:

11.8.1 an employee of ours who was not a director or senior officer, and was not acting on behalf of a director or senior officer; or

11.8.2 an agent or subcontractor of ours;

and, within thirty (30) days of us finding out about the situation, we arrange for that person to be removed from all involvement with the Agreement and any related services, you will still be liable for all cancellation fees (in line with clause 11.6.1) if you decide to cancel any deliveries or end this Agreement.

#### **Intention to cancel and rebook at a later date**

11.9 If you serve notice to cancel a delivery and there are more than fourteen (14) calendar days to the original distribution start date, then you may, within fourteen (14) calendar

days of your notice to cancel, rebook the same delivery with equivalent or higher volume of Items and thus equivalent or higher numbers of Delivery Point Addresses and cancellation fees shall not apply. We may do any or all of the following:

- 11.9.1 credit any paid cancellation fees related to the original delivery to your next invoice;
- 11.9.2 continue to charge the original number of Delivery Point Addresses in accordance with the valid rate card at the time of making the original booking; and
- 11.9.3 charge the Delivery Point Addresses which are over this original number in accordance with the valid rate card in place at the time of the increase, taking into account any volume related discounts based on the original number of Delivery Point Addresses combined with the amount by which the number has been increased.

Should the total number of Delivery Point Addresses subsequently be reduced, no volume related discount shall be applied and the volume shall be charged for in accordance with clause 11.6.3 (in accordance with the valid rate card in place at the time of the decrease in volume).

- 11.10 If the volume of Delivery Point Addresses is rebooked in accordance with clause 11.9:
  - 11.10.1 for distribution within thirteen (13) Weeks (inclusive) of the Agreement start date then the rebooking will fall under the existing Agreement and constitute the same booking; or
  - 11.10.2 more than thirteen (13) Weeks after the Agreement start date then the rebooked Items will constitute a new booking and will not fall under the existing Agreement, and a new Agreement will be created as between you and us to cover the new booking and the Items which are being rebooked and the Items remaining under the existing Agreement will be charged for in accordance with the rate card that is applicable at the time of the rebooking.
- 11.11 Where a new Agreement is created in accordance with this clause 11, a revised Preface will be issued by us and the new Agreement shall commence in accordance with clause 3.4.

## **12 Settling disputes**

- 12.1 If any disputes or claims arise as a result of, or relating to, the Agreement, your and our authorised representatives will work together in good faith to settle the dispute or claim within ten (10) calendar days.
- 12.2 During the negotiations, both you and we agree to continue to carry out our duties under the Agreement until those duties no longer apply or the Agreement is ended, except where you or we are clearly prevented from doing so due to the nature of the dispute.

## **13 Notices**

- 13.1 Any notice we ask you to provide under the Agreement must be given in writing in English or Welsh.
- 13.2 We will send notices to you at the address you have given us for sending invoices to, unless you tell us otherwise. You should send notices to us at the address shown on the invoice or any address we give you.
- 13.3 Any notice or communication which we send to you (whether by post or by email) may include a link to our website to access further information.
- 13.4 You must send notices either by first-class or registered post, by courier, or by fax. You can also deliver them in person.
- 13.5 Unless clause 13.5.3 applies, we will consider any notice to have been received in the following timescales.
  - 13.5.1 If the notice was sent by fax or courier, or delivered by hand, when it arrives at the place it was sent to. If that is after 5pm or on a day that is not a working day, we will consider the notice to have been received at 9am the following working day.
  - 13.5.2 If the notice was sent by post, two working days after it was posted.
  - 13.5.3 If the notice is sent by fax, and the sender receives an automatic report that the fax was not successful, the notice is considered not to have been received.
- 13.6 If you are not based in the UK, before you sign the Preface you must give us a postal address in the UK for us to send notices to under the Agreement. This address must not be a PO Box address. You must have a postal address in the UK at all times while the Agreement is in force.

## **14 Compliance with laws**

- 14.1 You and we agree that we will both keep, and make sure that anyone we employ or are responsible for, keeps, to any anti-bribery or anti-laundering laws and or regulations relating to this Agreement or any related services.

## **15 General**

- 15.1 Either of us failing to enforce or to exercise any term or right of the Agreement does not mean that one of us gives up that term or right and will not affect their right to enforce or take advantage of the term or right at a later date.
- 15.2 You must not transfer your rights or duties under the Agreement to anyone else (such as a subcontractor) without first getting our permission in writing. We can use subcontractors under the Agreement.

- 15.3 If either one of us wants to change or add to the Agreement, they must put it in writing and both your and our authorised representatives must sign the document. (This does not apply if we change the Agreement under clauses 5.15 or 5.16.)
- 15.4 The Agreement is governed by the laws of England and Wales and each of you and us agree to submit to the non-exclusive jurisdiction of the courts in England and Wales in relation to all matters arising out of or in connection with this Agreement.
- 15.5 If any court with the correct authority finds any term of the Agreement to be invalid, illegal or unenforceable, this will not affect the other terms of the Agreement.
- 15.6 A person who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of it.
- 15.7 These terms and conditions make up the full understanding between you and us.

## **16 Door to Door Information**

- 16.1 We wish to use Door to Door Information for the purpose of assessing the circulation of Door to Door Information and to create a Door to Door Information currency that enables advertisers to benchmark their investments in Door to Door Information against other media. To do this we also wish to share the Industry Input Data with JIC Mail and permit JIC Mail to share the Industry Input Data with the Independent Marketing Specialists for the purpose of creating reports for the industry.
- 16.2 You have the right to opt out of us using your Door to Door Information and sharing the Industry Input Data (the **Data Opt Out**) by notifying us by email (an **Opt Out Email**).
- 16.3 You acknowledge and agree that:
- 16.3.1 if you wish to exercise the Data Opt Out, then it is your responsibility to ensure that we receive the Opt Out Email no later than seven (7) days prior to the relevant Booking Start Date in accordance with clause 16.2 above; and
- 16.3.2 if we do not receive the Opt Out Email no later than seven (7) days before your relevant Booking Start Date then we shall be entitled to treat that as your consent for us to use the Door to Door Information and to share the Industry Input Data relating to that booking for the purposes set out in clause 16.1 and we shall have no liability to you in respect of such use even if you had instructed a Leaflet Producer or other third party representative otherwise.
- 16.4 If you do choose to exercise the Data Opt Out pursuant to clause 16.2, then you will ensure that you send us an Opt Out Email for each of the bookings for which you wish to opt out in accordance with clause 16.3.1.
- 16.5 For the avoidance of doubt, we each agree that, if you choose not to exercise the Data Opt Out, the Door to Door Information and Industry Input Data are not confidential for the purpose of clause 3.7, and clause 3.7 shall not apply to it.

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