


Etsy Marketplace/Royal Mail Online Postage API Terms and Conditions

Terms and conditions governing the purchase of postage online through Etsy Marketplace

This Agreement is between you and Royal Mail Group Limited and governs your use of Royal Mail Online Postage (as defined in Article II below). Etsy Ireland UC, acts as our referral partner for the provision of these postal services to you. For the avoidance of doubt, Etsy is not a reseller of our postal services. We recommend that you [print out](#)  this Agreement for future reference.

The postal services that can be requested through Royal Mail Online Postage are governed by the Successor Postal Services Company Inland Letter Post Scheme 2001, Successor Postal Services Company Overseas Letter Post Scheme 2001, Successor Postal Services Company Inland Parcel Post Scheme 2001 and the Successor Postal Services Company Overseas Parcel Post Scheme 2001 issued under section 89 of the Postal Services Act 2000 ('Schemes').

The full list of postal services available under this Agreement (which is subject to variation, addition and/or deletion at Royal Mail's option) is as follows:

Article I. Royal Mail Services

- Royal Mail 1st Class Stamps
- Royal Mail 2nd Class Stamps
- Royal Mail Signed For™ 1st Class Stamps
- Royal Mail Signed For™ 2nd Class Stamps
- Royal Mail Special Delivery Guaranteed by 1pm™
- International Standard
- International Signed
- International Tracked & Signed

Some of the postal services may also have additional terms and conditions, and/or be provided under contract, the terms of which will be presented to you when you request the postal services concerned.

The Schemes and additional terms and conditions are referred to in this Agreement as the Postal Services Terms and are not excluded or limited by this Agreement but form part of this Agreement. Such other services and corresponding terms and conditions can be found on the following link:

<http://www.royalmail.com/terms-and-conditions>

If a Royal Mail Service has been purchased through Royal Mail Online Postage API, then you must print or attach a Postage Label on or to an Item so that the Postage Mark is at the top right hand corner on the front of the Item (unless specified otherwise). If you print or attach a Postage Label anywhere else on the Item, the Item may not be delivered or its delivery may be delayed (see clauses 6 and 8).

Clauses 29-32 contain important provisions about our liability to you in relation to Royal Mail's Online Postage. Please read them carefully.

Please note:

- Postage Labels can only be purchased for postal services that are supported by Royal Mail Online Postage and are integrated with your related transaction on Etsy.
- You cannot print purchased Postage Labels unless the computer from which you are using Royal Mail Online Postage API is connected to the Internet.
- For Royal Mail services, a Postage Label will expire at 11.59 pm on the Working Day after you have viewed and/or printed it.
- A Postage Label will expire even if it has been viewed and/or printed. This means that an Item must be posted by no later than the "Post by" date stated on the Postage Label.
- By using Royal Mail Online Postage, you agree to the capture and use of your Data by Royal Mail in accordance with the terms laid out in our privacy policy.

Royal Mail Group's VAT registration number is GB243170002.

Royal Mail Group Limited is a company registered in England and Wales, number 4138203, registered office 100 Victoria Embankment, London, EC4Y 0HQ.

Royal Mail is a registered trademark of Royal Mail Group Limited

Article II. Definitions

1. In this Agreement, unless the context requires otherwise:

Agreement means this agreement between us and you governing your usage of Royal Mail Online Postage;

Cancellation Period means the period of 14 days beginning with the day after the day on which the purchase of the relevant Postage Label was made;

Group means us and the following for the time being: our Subsidiaries, and our Holding Companies and their Subsidiaries (and Subsidiary and Holding Company shall have the meanings given in section 1159 of the Companies Act 2006);

Data 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.

Item means a mail piece on or to which a Postage Label is printed or attached;

Royal Mail's Online Postage API means all aspects of the Royal Mail Online Postage service and system provided via the Etsy website other than your hardware, including the Online Postage server software and the trade mark Online Postage;

Royal Mail Online Postage Website means the functionality which allows users to print and purchase labels from within the Etsy website www.etsy.com/uk and/or any mobile web or mobile applications.

Postage Label means a postage label created by Royal Mail Online Postage API that indicates, among other things, the amount of postage paid or the weight (or size and weight where applicable) on an Item and the address of the recipient of the Item and that may indicate the address of the sender of the Item;

Postage Mark means a postage mark included in a Postage Label that indicates, among other things, the amount of postage paid on an Item;

We means Royal Mail Group Limited, and **us** and **our** have corresponding meanings;

Working Day means any day which is not a Saturday, a Sunday or a bank or public holiday in the United Kingdom.

Article III. Forming a binding agreement with us

2. Set out below is a summary of the steps you will need to follow to enter into a legally binding agreement with us for the purchase of postal services using Royal Mail Online Postage.

- Step 1: You are signing up to Royal Mail Online Postage API by using this channel in relation to the purchase of a Royal Mail label. All relevant terms and conditions covering your use of this channel are contained in the link above
- Step 2: You will then be given the opportunity to view and print your label on Etsy's platform
- Step 3: The purchase of a Postage Label is deemed to be complete and a legally binding agreement will have been formed between us when you have clicked on the View and Print label.

Article IV. Payment

3. Payment will be taken as part of the transaction from you by Etsy.

Article V. Postage Labels

4. A Royal Mail Postage Label will expire at 11.59 p.m. on the Working Day after its purchase. A Postage Label will expire even if it has been viewed and/or printed. This means that an Item must be posted by no later than the "Post by" date stated on the Postage Label.

5. For Royal Mail services you must only print or attach a Postage Label on or to an Item so that the Postage Mark is placed in the top right hand corner on the front of the Item, unless specified otherwise. If you print or attach a Postage Label anywhere else on the Item, the Item may not be delivered or its delivery may be delayed.

6. A Postage Label may not be sold by you for use by anyone else.

7. Purchases of Royal Mail Postage Labels will not entitle the purchaser to discounts on any goods or services supplied by us.

Article VI. Statutory cancellation rights

8. If a Postage Label is being bought in the course of a business, trade, craft or profession the cancellation rights outlined in this Article VI ('Statutory cancellation rights') will not apply.

9. A consumer may have the right to cancel the purchase of postal services made using Royal Mail Online Postage within the Cancellation Period without giving us any reason for doing so.

10. However, there will not be any right to cancel a purchase if the corresponding Postage Label has been used to post an Item, or if we have refused the relevant Item for posting as set out in clause [17](#) below.

11. Unless clause 10 applies, a postal purchase may be cancelled by giving notice to us during the Cancellation Period.

12. A Postage Label may be cancelled by giving notice to us during the Cancellation Period. This can be given to us online via Etsy acting as our referral partner. Contact details for Etsy are available on Etsy's Help Centre site <https://help.etsy.com/hc/en-gb>

If making contact by email, please make sure that we are given sufficient details to be able to identify the purchase including: customer name; email address; account number; date of purchase; and postage indicia numbers.

13. We will refund the value of the Postage Label, via Etsy, within a period not exceeding 14 days beginning with the day after the day on which the notice of cancellation was given. To assist in getting a refund, we recommend the Item on or to which any cancelled Postage Label is printed or attached is kept.

14. For advice about your rights please contact your local Trading Standards or Citizens Advice Bureau.

Article VII. Complaints

15. If you wish to make a complaint about Postal Services please contact Etsy's Help Centre site <https://help.etsy.com/hc/en-gb>

Article VIII. Hardware

16. For the avoidance of doubt, we are not responsible for the functionality or performance of the hardware you use to use Royal Mail Online Postage API and will not supply, maintain or support such hardware. In particular, we are not responsible for the quality of reproduction of a Postage Label on an Item to the extent that the quality is affected by your hardware.

Article IX. Discretion to refuse Items for posting

17. We reserve the right to refuse an Item for posting if:

- a. the Postage Label on the Item has expired;
- b. the Postage Label on the Item is of an insufficient value for the postal service requested for it;
- c. the Postage Label you have used has been cancelled;
- d. the Postage Label on the Item is a duplicate of a Postage Label that has already been used on another Item;
- e. the Postage Label on the Item is obscured, defaced, incomplete or otherwise unreadable or invalid; or
- f. the Postage Label is not positioned so that the Postage Mark is placed in the top right hand corner on the front of the Item, unless specified otherwise.

Article X. Rights in Online Postage and Postage Labels

18. All intellectual property and other rights in Postage Labels including, without limitation, in the design, layout and format of Postage Labels, belong to, and will remain with, Royal Mail Group and our third party licensors. All rights are reserved.

19. If any third party claims that your use of Royal Mail Online Postage infringes any intellectual property or other right you must notify us immediately and, subject to reimbursement of your reasonable costs, give us and our third party licensors such assistance as We or our third party licensors reasonably require to defend or reduce the scope of the claim. If requested by us or our third party licensors, you must immediately hand over control of the defence of the claim to us or them.

Article XI. Your information

20. Words used in this clause which are not defined in this Agreement have the meanings given to them in the General Data Protection Regulation (EU) 2016/679 and any national implementing laws, regulation(s) and secondary legislation.

21. With respect to the parties' rights and obligations under this Agreement, We are the controller of any Data, and We will comply with our obligations under applicable data protection legislation in relation to our processing of any Data in connection with this Agreement.

22. The Data collected from you under this Agreement may be processed by us, by third parties acting on our behalf and by other organisations for the purposes set out in this Agreement.

23. We will keep an encrypted record of the volume and types of postal services purchased through Online Postage. We may use this information for statistical analysis. Further information about how We use the Data is set out in accordance with our privacy policy at <https://royalmail.com/privacy-policy>.

Article XII. Termination of Agreement and suspension of your access to Royal Mail's Online Postage

24. We may terminate this Agreement and your access to use of Royal Mail's Online Postage API immediately by notifying you in writing (including by email) if:

- a. We believe you have mailed or attempted to mail an Item of a type referred to in any of paragraphs (a) to (f) inclusive of clause 17; or
- b. you commit any other material breach of this Agreement or the Postal Services Terms.

25. Without limiting clause 24, We may suspend your access to Royal Mail's Online Postage API for up to 28 days if We believe any of the events in clauses 24 (a) or 24 (b) may have occurred.

Article XIII. Security

26. You are responsible for the security of the password that allows you to access Royal Mail's Online Postage API via Etsy and view / print Postage Labels. Unless We have negligently disclosed your password to a third party, We will not be liable in relation to any unauthorised transaction entered into using Royal Mail's Online Postage under your user name and password.

Article XIV. Postal Services Terms

27. Nothing in this Agreement excludes or limits your rights or obligations under the Postal Services Terms.

28. Your entitlement or otherwise to compensation for lost, damaged or delayed Items is subject to the provisions of the Postal Services Terms.

Article XV. Exclusion of liability

29. To the fullest extent permitted by law, and except as expressly set out in this Agreement, We exclude all representations and warranties relating to our provision to you of Royal Mail Online Postage.

30. With the exception of any liability referred to in clause 32, our total aggregate liability to you under or in relation to this Agreement including (but not limited to) liability for breach of any term or terms of this Agreement, whether express or implied, and tort (including but not limited to negligence) is limited to £1,000.

31. Notwithstanding clause 32, to the fullest extent permitted by law We exclude all liability to you for any:

- a. loss of business;
- b. loss of goodwill;
- c. loss of data;
- d. loss of opportunity;
- e. loss of profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or We were advised of the possibility of such loss); and
- f. losses that were not reasonably foreseeable by both parties at the time this Agreement was entered into.

32. Nothing in this Agreement excludes or limits:

- a. our liability to you for any death or personal injury resulting from our negligence;
- b. any of your other statutory rights as a consumer that cannot be excluded or limited;
- c. fraud or fraudulent misrepresentation; or
- d. any other type of liability that cannot be excluded or limited by law.

Article XVI. General

33. Any failure or delay by you or us in enforcing (in whole or in part) any provision of this Agreement will not be interpreted as a waiver of your or our rights.

34. If any provision of this Agreement is unlawful or otherwise invalid, such provision will be struck out of this Agreement and the remainder of this Agreement will apply as if the offending part had never been agreed.

35. You may not transfer any of your rights or obligations under this Agreement without our prior written consent and We may not transfer any of our rights or obligations under this Agreement without your prior written consent, although We may transfer any of our rights or obligations under this Agreement to another company in our Group without your consent.

36. Subject to clauses 27 and 28, this Agreement is the entire agreement between you and us for your use of Royal Mail Online Postage and supersedes all prior:

- a. agreements;
- b. representations; and
- c. understandings,

in relation to your use of Royal Mail's Online Postage API, in each case whether these have been made orally or in writing.

37. Each party acknowledges that it has not been induced to enter into this Agreement by reason of any representation made by or on behalf of the other party, except where any representation has been made by or on behalf of the other party fraudulently.

38. These terms and conditions are governed by and will be construed in accordance with the laws of England and Wales. Each party submits to the exclusive jurisdiction of the Courts of England and Wales.

39. The headings in this Agreement are included for convenience only and shall not affect its interpretation.

40. Following your initial acceptance of these terms and conditions, a link to them will be provided to you each time you use Royal Mail's Online Postage services. We reserve the right to amend these terms and conditions at any time, and if We do so you will be prompted to accept such amended terms when you next use the service.

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