

Online Postage Terms & Conditions

This Agreement is between you and Royal Mail Group Ltd and governs your use of Online Postage (as defined in clause 1 (Definitions) below). Please note that We do not store a copy of this Agreement against your name. We recommend that you print out this Agreement for future reference.

Royal Mail Group Ltd's VAT registration number is GB243170002.

Royal Mail Group Ltd is a company registered in England and Wales, number 4138203, registered office 100 Victoria Embankment London EC4Y 0HQ. Parcelforce Worldwide is a trading name of Royal Mail Group Ltd. Parcelforce Worldwide's principal office is Solaris Court Davy Avenue, Knowhill, Milton Keynes MK5 8PP.

1 Definitions

1.1 In this Agreement, unless the context requires otherwise:

- 1.1.1 **Agreement** means this agreement between us and you governing your usage of Online Postage;
- 1.1.2 **Cancellation Period** means the period of fourteen (14) calendar days beginning with the day after the day on which the purchase of the relevant Postage Label was made;
- 1.1.3 **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);
- 1.1.4 **Item** means a mail piece on or to which a Postage Label is printed or attached;
- 1.1.5 **Online Prepay Account** means your account with us which may be used for paying Online Postage;
- 1.1.6 **Online Prepay Account Terms and Conditions** means the standard terms and conditions for an Online Prepay Account;
- 1.1.7 **Online Postage** means all aspects of the Online Postage service and system other than your hardware, including the Online Postage server software and the trade mark "Online Postage". The Online Postage service comprises the following features (which may be updated, changed, withdrawn or unavailable from time to time, as notified or described on the Online Postage Website from time to time):
 - (a) the ability to print postage and addresses directly onto Items by making an online payment on an "as required basis".

You will find more information regarding each element of the Online Postage service at <http://www.royalmail.com/discounts-payment/online-postage>

- 1.1.8 **Online Postage Website** means the part of the Royal Mail Group Ltd website at <http://www.royalmail.com/discounts-payment/online-postage> and associated links;
- 1.1.9 **Postage Label** means a postage label created by Online Postage displaying a Postage Mark and the address of the recipient of the Item and that may indicate the address of the sender of the Item;
- 1.1.10 **Postage Mark** means a postage mark included in a Postage Label that indicates, among other things, the amount of postage paid on an Item and which enables the sender of the Item to access certain postal services;
- 1.1.11 **Postal Services Terms** means 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, any other relevant Scheme

and any contractual provisions contained in any separate contract(s) governing the supply of the postal services that you can purchase through Online Postage;

- 1.1.12 **Scheme** means any scheme made under either the Postal Services Act 2000 or the Post Office Act 1969 in force from time to time;
- 1.1.13 **We** means Royal Mail Group Ltd, and us and our have corresponding meanings; and
- 1.1.14 **Working Day** means any day which is not a Saturday, a Sunday or a bank or public holiday in the United Kingdom.

2 General Information

- 2.1 The postal services that may be requested through Online Postage will be provided pursuant to the Postal Services Terms.
- 2.2 Relevant Schemes and our standard terms and conditions are available at <http://www.royalmail.com/customer-service/terms-and-conditions>
- 2.3 Some of the postal services may also have terms additional to the provisions referred to above which will be presented to you when you request the postal services concerned.
- 2.4 The postal services chosen by you through Online Postage for the conveyance of an Item will be provided pursuant to the Postal Services Terms.
- 2.5 **CLAUSE 14 (EXCLUSION OF LIABILITY) CONTAINS IMPORTANT PROVISIONS ABOUT OUR LIABILITY TO YOU IN RELATION TO ONLINE POSTAGE. PLEASE READ THEM CAREFULLY.**
- 2.6 Please note that the services covered by this Agreement may be unavailable from time to time, therefore we recommend that you access the Online Postage Website regularly in order to check the availability of the services covered by this Agreement and also to ensure that you are aware of any updates and amendments made to such services.
- 2.7 We reserve the right to amend this Agreement at any time and will notify you of such amendments no less than thirty (30) days before they are due to take effect. If you do not agree with any amendment to this Agreement you may terminate this Agreement by notifying us in writing, as long as we receive your notice of termination within fourteen (14) days of the date you receive notice of the amendment from us. In these circumstances, We will repay any amount you have paid in advance to you in accordance with the Online Prepay Account Terms and Conditions.

Please note:

- 2.8 You can only purchase Postage Labels for postal services that are supported by Online Postage.
- 2.9 You cannot purchase Postage Labels unless the computer from which you are using Online Postage is connected to the internet. Your computer must as a minimum also have one of the browser applications installed on it, as described on the following link: <http://www.royalmail.com/customer-service/website-accessibility/supporte...>
- 2.10 By using Online Postage, you agree to the collection and use of your data by us in accordance with the terms laid out in our Privacy Policy <http://www.royalmail.com/customer-service/terms-and-conditions/privacy-p...>
- 2.11 You are only permitted to use Online Postage for your own personal use except where you are using Online Postage in the course of a business, in which event you are only permitted to use Online Postage for the purposes of that business. Notwithstanding the above, in no circumstances will you be permitted to use any of the services purchased through the Online Postage Website in respect of third parties' mail.
- 2.12 You are not permitted to allow any third parties (except a Nominated User – someone that you technically allocate via Royal Mail with permissions to use your online postage account for the purpose of purchasing postage labels) to use the services that you have purchased through the Online Postage Website (whether by making available or reselling such services, allowing a third party to have access to your account or in any other manner).

- 2.13 If you have any questions, comments or complaints about the Online Postage service, you can call our customer service line on 03456 113 425.

3 Forming a binding agreement with us

- 3.1 Set out below is a summary of the steps you will need to follow in order to purchase postal services using Online Postage.

4 Purchase of Postage Labels

- 4.1 Step 1: Either:

4.1.1 if you are using Online Postage to purchase a Postage Label for the first time or if this Agreement has been amended by us since your last purchase of a Postage Label using Online Postage, provided that you agree unconditionally to the terms and conditions set out in this Agreement, you will be asked to tick the box in order to confirm your agreement; or

4.1.2 if you have already used Online Postage to purchase a Postage Label and this Agreement has not been amended by us since your last purchase of a Postage Label using Online Postage, you will be presented with a statement from us confirming that the purchase of a Postage Label you are about to make using Online Postage is subject to the terms and conditions of this Agreement and you will be given the opportunity to read the terms of this Agreement again by clicking on a link to them. Please note that by agreeing to the terms and conditions set out in this Agreement, you are accepting them in either your personal capacity or in the course of a business (as applicable).

- 4.2 Step 2: Where there are any additional terms and conditions that apply to the Postage Label, such additional terms and conditions will appear on your screen as a link. Provided that you agree unconditionally to those terms and conditions you will be asked to tick a box appearing next to the link in order to confirm your agreement.

- 4.3 Step 3: You will then be given the opportunity to submit an order for a Postage Label by clicking on the "Pay Now" button.

- 4.4 Step 4: On receipt of your confirmation of the details of your order, We will begin processing your order and We will send you notification by email that it has been received. The purchase of the ordered Postage Label is deemed to be complete and a legally binding agreement will have been formed between us and you when We send you notification by email that your order has been received and that your payment has been authorised.

- 4.5 Where any payment you make for any Postage Label is not authorised you will be returned to the previous page on the Online Postage Website and We will not be obliged to provide any of the services you were seeking to order via the Online Postage Website.

5 Payment

- 5.1 Where the total price of any postage purchased using Online Postage is less than two pounds ninety nine pence (£2.99) you can only pay by using your Online Prepay Account. Where the total price of any postage purchased using Online Postage is two pounds ninety nine pence (£2.99) or more you can pay by your Online Prepay Account or by using your Mastercard or Visa credit cards or by using most debit cards (including Visa Delta and Maestro).

- 5.2 No VAT is payable on the purchase of Postage Labels through the Online Postage Website. Please note that for services that are subject to VAT, all prices quoted on the Online Postage Website are inclusive of VAT. Prices for the Online Postage services may change from time to time. We recommended that you access the Online Postage Website regularly in order to ensure that you are aware of the most up to date prices.

6 Postage Labels

- 6.1 A Postage Label will expire at 11.59 p.m. on the Working Day after its purchase.
- 6.2 You are responsible for ensuring that the correct value Postage Label is used. No credit or refund will be made if a Postage Label of greater value than that required is purchased.
- 6.3 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.

- 6.4 A Postage Label may not be sold by you for use by anyone else.
- 6.5 Your purchases of Postage Labels will not entitle you to discounts on any goods or services supplied by us.

7 Cancellation of a Postage Label

7.1 Please note if you are using Online Postage or any of the postal services purchased through Online Postage in the course of a business, the cancellation rights outlined in this clause 7 will not apply to you.

- 7.2 If you are a consumer, you have a right to cancel this Agreement within the Cancellation Period without giving us any reason for doing so.
- 7.3 However, you will **not** have any right to cancel your purchase of a Postage Label if you have already used it and posted the corresponding Item, or if we have refused the relevant Item for posting as set out in clause 9 below.
- 7.4 You may cancel your purchase of a Postage Label by giving notice to us during the Cancellation Period. You can give us notice in the following ways:
 - 7.4.1 electronically through the Online Postage system by accessing your history of purchases, entering your telephone number, selecting a reason for the refund, and then clicking on the "request a refund" button; or
 - 7.4.2 calling our customer service helpline on 03456 113 425; or
 - 7.4.3 using the Cancellation Form set out at Appendix 1 or sending your request in writing by post to us at Online Postage Cancellations, Dearne House, PO BOX 123, Brampton, Barnsley S73 0UF or by email to: onlinepostage@royalmail.com.
- 7.5 If you are contacting us by post or email, please make sure that you give us sufficient details to be able to identify your purchase including: customer name; email address; account number; date of purchase; and postage indicia numbers.
- 7.6 We will refund the value of the Postage Label to your Online Prepay Account, or to your credit card or debit card that was used to make the purchase within a period not exceeding fourteen (14) days beginning with the day after the day on which the notice of cancellation was given. We recommend you keep the Item on or to which any cancelled Postage Label is printed or attached.
- 7.7 For advice about your rights please contact your local Trading Standards department or Citizens Advice Bureau.

8 Hardware

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

9 Discretion to refuse Items for posting

- 9.1 We reserve the right to refuse an Item for posting if:
 - 9.1.1 the Postage Label on the Item has expired;
 - 9.1.2 the Postage Label on the Item is of an insufficient value for the postal service requested for it;
 - 9.1.3 you have cancelled the purchase of the Postage Label on the Item;
 - 9.1.4 the Postage Label on the Item is a duplicate of a Postage Label that has already been used on another Item;
 - 9.1.5 the Postage Label on the Item is obscured, defaced, incomplete or otherwise unreadable or invalid;

- 9.1.6 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; or
- 9.1.7 where you hand an Item into a Post Office® for postage and you do not present the requisite documentation and/or information as indicated to you during your Online Postage purchase journey on the Online Postage Website.

10 Your information

- 10.1 We will keep a record of the volume and types of postal services you request through Online Postage. We may use this information to send you targeted information about products and services you may be interested in (if We have your consent) and/or for statistical analysis.

11 Termination of Agreement and suspension of your access to Online Postage

- 11.1 We may terminate this Agreement and your use of Online Postage immediately by notifying you in writing (including by email) if:
 - 11.1.1 We believe you have mailed or attempted to mail an Item of a type referred to in any of paragraphs 9.1.1 to 9.1.7 inclusive of clause 9 (Discretion to refuse Items for posting); or
 - 11.1.2 you commit any other material breach of this Agreement or the Postal Services Terms and (if capable of remedy) fail to remedy such breach within thirty (30) days of being required to do so.
- 11.2 Without limiting clause 11, We may suspend your access to Online Postage for up to twenty eight (28) days if We believe any of the events in clauses 11.1.1 or 11.1.2 may have occurred.
- 11.3 In addition to the termination rights set out in clause 11.1 above, We will have absolute discretion to suspend or terminate this Agreement and your use of Online Postage at any time if we suspect that you have committed a fraudulent act whilst using Online Postage or have used Online Postage for any other dishonest or immoral purpose.
- 11.4 In addition to your rights to terminate set out elsewhere in this Agreement, You may terminate this Agreement in we commit a material breach of this Agreement and (if capable of remedy) fail to remedy such breach within thirty (30) days of being required to do so.

12 Security

- 12.1 You are responsible for the security of the password that allows you to access Online Postage and purchase 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 Online Postage under your user name and password.

13 Postal Services Terms

- 13.1 Nothing in this Agreement excludes or limits your rights or obligations under the Postal Services Terms.
- 13.2 Your entitlement or otherwise to compensation for lost, damaged or delayed Items is subject to the provisions of the relevant Postal Services Terms.

14 Exclusion of liability

- 14.1 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 Online Postage.
- 14.2 With the exception of any liability referred to in clause 14.4, 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 the lower of the total amount paid by you for Online Postage and ten thousand pounds sterling (£10,000).
- 14.3 Notwithstanding clause 14.2, to the fullest extent permitted by law We exclude all liability to you for indirect and consequential losses and for any:
 - 14.3.1 loss of business;
 - 14.3.2 loss of goodwill;

- 14.3.3 loss of data;
 - 14.3.4 loss of opportunity;
 - 14.3.5 loss of profits,
 - 14.3.6 whether or not any such losses were foreseeable, arose in the normal course of things or We were advised of the possibility of such losses; and
 - 14.3.7 losses that were not reasonably foreseeable by both parties at the time this Agreement was entered into which you may suffer or incur
- 14.4 Nothing in this Agreement excludes or limits:
- 14.4.1 our liability to you for any death or personal injury resulting from our negligence;
 - 14.4.2 any of your other statutory rights as a consumer that cannot be excluded or limited; or
 - 14.4.3 any rights you may have under the Postal Services Terms.

15 General

- 15.1 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.
- 15.2 If any provision or part of a provision, of this Agreement is found by any court or authority of competent jurisdiction to be unlawful, otherwise invalid or unenforceable, such provision or part-provision will be struck out of this Agreement and the remainder of this Agreement will apply as if the offending provision or part-provision had never been agreed.
- 15.3 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.
- 15.4 Subject to clause 13 (Postal Services Terms), this Agreement is the entire agreement between you and us for your use of Online Postage and supersedes all prior:
- 15.4.1 agreements;
 - 15.4.2 representations; and
 - 15.4.3 understandings, in relation to your use of Online Postage, in each case whether these have been made orally or in writing.
- 15.5 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.
- 15.6 This Agreement and any non-contractual obligations or liabilities arising out of or in connection with the performance of this Agreement is governed by and will be construed in accordance with English law. Each party submits to the exclusive jurisdiction of the Courts of England and Wales.
- 15.7 The headings in this Agreement are included for convenience only and will not affect its interpretation.

APPENDIX 1

CANCELLATION FORM

This form is not for use by businesses.

(Please print off, complete and return this form ONLY IF YOU WISH TO CANCEL this Agreement)

To: Online Postage Cancellations, Dearne House, PO BOX 123, Brampton, Barnsley S73 0UF.

I hereby give notice that I wish to cancel my purchase of a Postage Label.

Date of purchase:

Account number:

Name of Consumer:

Address of Consumer:

Signature of Consumer:

Date: