

Printed Postage Impression (PPI) Terms and Conditions and PPI licence

Royal Mail's Terms and Conditions for the use of Printed Postage Impressions (PPIs) are as described in the Licence for Use of PPIs

Before using a PPI, you must have a PPI licence number and an active account. For more details, please contact us by clicking on the link at the bottom of this article.

Royal Mail Group Ltd (we, us, our) is willing to grant the customer to whom this permission is granted (you) the non-exclusive right to use PPIs as set out in the "PPI" section of Design notes) and as updated from time to time until termination of the permission, strictly in accordance with the following terms:

(A) Royal Mail PPIs

1. In order to use a PPI you must comply strictly with the PPI design notes and any other requirements regarding the use of PPIs existing from time to time. Specifically, and without limiting the above, You may only use a PPI if you:

- 1.1. reproduce the PPI in the form as set out in the PPI design notes;
- 1.2. have first been assigned a PPI licence number;
- 1.3. incorporate the PPI licence number into the PPI and do not make any amendment, modification, alteration, or reformatting except with the prior written approval of Royal Mail Sales Cente (please contact us by clicking on the link at the bottom of this article);
- 1.4. ensure that any PPI used does not contain any date reference;
- 1.5. operate an account and use a relevant Scheme service and/or have entered into a Royal Mail posting contract such as an Agreement to use Business Mail, Advertising Mail™ or Royal Mail 24 and 48 or Condition 9 Agreement;
- 1.6. have an active and fully paid up Royal Mail account; and
- 1.7. have an online business account (OBA);
- 1.8. inform us immediately if your contact details change

2. To obtain a Royal Mail account, you must fulfil certain criteria which will be explained to you at the time you apply by a Royal Mail Account Handler. If you fulfil the criteria we may, at our discretion, give you a PPI licence number. If you do not fulfil the criteria, you may not use any PPIs.

3. You must not use the PPI on any letters, large letters or packets or other items to be collected, conveyed or delivered by a third party.

4. A PPI indicates that postage is payable to Royal Mail. You must pay postage on items sent which display the PPI at the appropriate postage rate for items of the size, weight and class of the items sent, at the time of posting or the postage payable under the relevant posting contract that you have entered into with us or under the relevant Royal Mail Scheme. Under no circumstances may you use a PPI without submitting to us a correctly completed confirmed sales order from OBA and paying the correct postage to Royal Mail.

5. This permission will not constitute or imply any agreement between you and us or any undertaking or obligation whatsoever on our part regarding the carriage of any item. The carriage of items bearing any PPI shall be governed by the relevant posting contract between you and us or by the relevant Scheme. The terms of those agreements or the provisions of the relevant Scheme, as the case may be, will prevail over the terms of this permission to the extent required to resolve or negate the conflict or inconsistency.

(B) Intellectual Property

6. You must not portray any imagery or words related to Royal Mail in any way which would or may bring Royal Mail into disrepute. You must comply with Royal Mail's policies and guidelines relating to the use of the PPI and payment of postage. You must not do or suffer to be done anything which may adversely affect the distinctiveness of the PPI or the rights of Royal Mail in and to the PPI or which might reduce their value.

7. You must not use or reproduce any other intellectual property we own or use the PPI except as expressly permitted in these terms. You must not use any marks or get up which may be associated with or is confusingly similar to those used by us.

8. These terms do 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

9. All intellectual property rights in respect of the PPI will remain vested in Royal Mail at all times and you must not do any act which would or might invalidate such title. You must not use or seek to register any trade mark, business name, corporate name or domain name which might be confused with the PPI or Royal Mail.

10. All goodwill attaching to the Royal Mail PPI arising through your use of the PPI will automatically accrue to us, whether arising at common law or otherwise, and we or our successors in title can call for an assignment of goodwill at any time and without any cost.

(C) General

11. We may terminate this permission or vary these terms at any time on giving you seven days' notice in writing.

12. In addition, we may terminate this permission immediately at any time on giving written notice to you if:

12.1. in our opinion, the reputation or the business of Royal Mail or its parent, subsidiaries or sister companies is or may be adversely affected in any way;

12.2. you are or appear to be in breach of any of the provisions of this permission, the PPI Design Notes, the terms of your Royal Mail account, the terms of your relevant posting contract between you and us or the provisions of the relevant Royal Mail Scheme;

12.3. We terminate your Royal Mail account; or

12.4. You become insolvent.

13. If these terms are terminated in accordance with clauses 11 or 12 or any other posting contract that you have entered into with us if applicable, you must immediately:

13.1. Cease using the PPI;

13.2. Stop supplying, distributing and printing the stationery incorporating the PPI,

13.3. At our sole discretion and request, either ensure that the PPI is completely concealed on the remaining copies of such stationery (for example by over-labelling of the whole of the PPI) or destroy the remaining copies of such stationery and provide us with a certification signed by one of your directors that all remaining copies are destroyed; and

13.4. Return to us any materials it supplied to you.

14. If you fail to comply with clause 13, we may on reasonable notice, have access to your premises for the purpose of recovering stocks of materials bearing a PPI.

15. You agree that you will not make any statements or claims that indicate that we have approved or recommended any goods or services offered by you and/or your agents.

16. The rights granted under these terms are personal to you and you may not assign or license any of the rights granted under these terms without our prior written consent. Nothing in these terms confers on any third party any benefit nor the right to enforce any clause of these terms.

17. This permission is issued in accordance with the relevant Royal Mail Scheme under s28 of the Post Office Act 1969 or s89 of the Postal Services Act 2000 (as amended by the Postal Services Act 2011) or any other Schemes which may be made from time to time.

18. Unless otherwise specified, a reference to a statutory provision is a reference to that provision as amended, consolidated, extended or re-enacted from time to time (whether before or after the granting of this permission to you) and to any subordinate legislation made under it.

19. These terms are governed by English law. You and we submit to the exclusive jurisdiction of the English courts.

Contact us by clicking here: <https://business.help.royalmail.com/app/contact>