



Royal Mail Group Ltd

Specific Terms for International Response Services

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Royal Mail Specific Terms for International Response Services

1 Introduction

1.1 These specific terms apply to the following products:

- International Business Mail Response Standard
- International Business Mail Response Local Look Fully Paid
- International Business Mail Response Local Look Part Paid
- International Business Parcels Returns Standard
- International Business Parcels Returns Local Look Fully Paid
- International Business Parcels Returns Local Look Part Paid

such other products to which we agree with you that these terms apply.

1.2 These specific terms form part of your International Response and Returns Services agreement (**agreement**) with us, which is made up of:

- 1.2.1 our general terms and conditions of business (**general terms**) and the additional terms set out in the general terms;
- 1.2.2 these specific terms; and
- 1.2.3 the terms set out in the applicable user guide; and
- 1.2.4 the terms set out in the confirmation letter.

2 Definitions

2.1 You may not be familiar with some of the words or phrases 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, in the following section or in the general terms.

confirmation letter means the letter we send to you which confirms the acceptance of your Response Services application form and sets out certain specifications in relation to your International Response and Returns Services product licence;

International Business Mail Response Services means:
International Business Mail Response Standard;
International Business Mail Response Local Look Fully Paid;
and
International Business Mail Response Local Look Part Paid;

International Parcels Returns Services means:
International Business Parcels Returns Standard;
International Business Parcels Returns Local Look Fully Paid; and
International Business Parcels Returns Local Look Part Paid

International Response and Returns Services	means the International Business Mail Response Services and the International Parcels Returns Services;
licence	means the licence to use the International Response and Returns Services product on the terms of this agreement granted in your confirmation letter;
Overseas Post Scheme	means the Scheme or Schemes made under section 89 of the Postal services Act 2000 containing provisions with respect to overseas postal services, and in operation the day this license was granted, and any scheme or schemes amending, supplementing or replacing the same which may be made from time to time;
Response Services application form	means the Response Services application form that you must complete in order to receive each International Response and Returns Services product;
user guide	means: <p style="margin-left: 40px;">the International Business Mail Response services user guide in respect of International Business Mail Response Services; or</p> <p style="margin-left: 40px;">International Business Parcels Returns user guide in respect of International Parcels Returns Services.</p>

2.2 If the applicable user guide contradicts the general terms or these specific terms, the terms set out in the applicable user guide will take priority. If these specific terms contradict the general terms, the terms set out in these specific terms will take priority.

2.3 A detailed description of each of the products is set out in the applicable user guide which can be found at: www.royalmail.com/internationalbusinessmailresponse and www.royalmail.com/internationalbusinessparcelsreturns.

3 Purchase of Response Services products

3.1 Before you purchase an International Response and Returns Services product, you must submit a completed Response Services application form to us, pay the relevant fees and have received a confirmation letter from us for that product.

4 Your licence

4.1 On issue of a confirmation letter to you, we give you a license to issue reply cards and envelopes in accordance with this agreement and invite others to post items from a location outside the British postal area to an address previously agreed in writing with us using such reply cards and envelopes without pre-payment of postage. Any posting made by persons pursuant to this licence will be subject to and in accordance with the provisions of the Overseas Post Scheme and this agreement, including the applicable user guide.

4.2 Your licence will continue in force for a period of one year from issue of the confirmation letter unless stated otherwise in the confirmation letter or terminated earlier in accordance with the terms of the agreement.

4.3 Every advertisement, notice, letter, parcel or other communication, published, displayed, broadcast, issued, given or sent by you or on your behalf, which includes an invitation to post items using International Response and Returns Services products, will state the address to which such items are to be sent in the precise terms agreed in writing with us and comply with the provisions of the applicable user guide as amended from time to time. You will seek our prior

approval of each design and layout which you intend to use for pre-printed reply cards and envelopes to ensure that these items meet our operational standards and, where applicable, the operational standards of the foreign postal administrations concerned. You are advised to seek such approval before incurring printing costs, and also not to order over-large stocks as operational requirements may change on short notice.

- 4.4 The conditions of this license and / or the details contained in the applicable user guide may be varied or added to by us at any time with notice. We will endeavour to give one month's notice of changes unless these have been necessitated by the operational or other requirements of any foreign postal administration, in which case we will give as much notice as possible.
- 4.5 Should any enquiry or complaint be received by us from any source concerning you and the International Response and Returns Services, we reserve the right to disclose your full address (as indicated on the license) and / or the name and address for delivery.
- 4.6 In the event that an International Response and Returns Services item is received by us which is not in accordance with these terms and conditions, we reserve the right to:
 - 4.6.1 open the items to ascertain any details necessary to correct the presentation and / or to surcharge the items;
 - 4.6.2 make the necessary corrections to the items in accordance with the applicable user guide and surcharge you for the work carried out.
- 4.7 The agreed address referred to in clause 4.1 shall be used only in connection with International Response and Returns Services items which will be handled under this license. Only one geographical address may be used for each license granted (although you may have up to 6 Local Look numbers for each geographical address).

4.8 This license is not transferable.

5 Your duties

- 5.1 You must comply with all relevant requirements of the applicable user guide.
- 5.2 You must ensure that any customers, agents or other parties using International Response and Returns Services are aware of, and comply with, the prohibitions and restrictions on sending certain dangerous materials in the mail as set out in the general terms.
- 5.3 You must seek our prior approval of each of your pre-printed item designs to ensure that it meets our design, layout and technical requirements, as set out in the applicable user guide.
- 5.4 You may only change the delivery name and address set out in your confirmation letter upon our prior written approval. When requesting our approval for a change of delivery name and address, you should confirm whether you will continue to require a licence for the original address set out in the confirmation letter (**prior address**). If you do not confirm this with us we may continue to charge a licence fee for the prior address.
- 5.5 In addition to the licence fee (where applicable) you must pay the appropriate postage for each item (which will be dependent upon the class of service, weight and format selected) at the per item rate set out in the applicable user guide, confirmation letter or rate card (as applicable), or as advised in writing by us to you from time to time.

6 Invoicing and Payments

- 6.1 We may require you to pay sums of money from time to time in advance, as a part payment on account of postage, which may become due and payable in respect of items which may be posted without pre-payment. This amount will be such sum as we will deem sufficient to cover the postage likely to be incurred during a period of six weeks. You will thereafter from time to time (as and whenever requested by us) pay in advance postage we consider likely to be incurred during subsequent periods.

- 6.2 We will, where appropriate, invoice you weekly for the postage due in respect of all items posted under this agreement and recorded by us during the previous seven calendar days. You must pay all invoices when due.
- 6.3 If you think we have made an administrative mistake in the amount of an invoice you must, within seven days of the date of the invoice, tell us, and give us all relevant information to support your claim. If we agree with you, we will make an adjustment to your invoice as necessary.
- 6.4 You may apply to us for a postage credit account, the granting of which is subject to credit checks and separate terms.
- 6.5 If you fail to comply with our design specification, layout and technical requirements in accordance with the user guide, we will be entitled to surcharge the postage payable in respect of each such item.

7 Our responsibility to you

- 7.1 If you are not able to use the International Business Response and Returns Services products licence because of our negligence, we will credit you on a pro rata daily basis for each working day that we did not provide you with that International Response and Returns Services product licence. Our liability to you for delay, damage or loss of items sent using any of the International Response and Returns Services products will be as set out in the general terms. Our liability to the sender of any items using the International Response and Returns Services products will be as set out in the Overseas Post Scheme. This clause sets out our only liability to you except for liability that cannot by law be excluded or limited, such as liability for death or personal injury caused by our negligence.

8 Delivery Services

- 8.1 Please refer to the relevant user guide for the approximate time items could take to be returned to you.

9 Ending the licence

- 9.1 Either party may end this license on one month's notice in writing provided that you will remain liable for any postage charges occurring after the termination of this license.
- 9.2 This license may be terminated with immediate effect by us by notice in writing to you in any of the following events:
- 9.2.1 any breach by you of any of this agreement;
 - 9.2.2 if you, in our opinion, misuse or permit or suffer the misuse of or in any way impair the goodwill associated with the International Response and Returns Services provided by Royal Mail;
 - 9.2.3 if you, in our opinion, will in any way impair our reputation;
 - 9.2.4 if your account to pay for postage does not contain the sum notified to you by us as set out in clause 6.1 of these specific terms.
- 9.3 If this license is terminated by you or by us, items received by us after such surrender or revocation will be treated for all purposes as mail on which the postage is unpaid and we may dispose of the mail as we thinks fit and surcharge you in the same way as with other unpaid mail.
- 9.4 We (if we think fit) will refund any unexhausted balance of any sum paid in advance under these terms, less any sum due to us.



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