

**This is a legally binding document forming part of the Agreement between you and Royal Mail**



## **Royal Mail Specific Terms for Marketing Products**

Unless defined otherwise, all terms capitalised in these Specific Terms shall have the meaning given to them in Appendix A of the General Terms.

### **1 Your duties**

- 1.1 We understand that it is not always practical to complete a Posting in one Day. So, if we agree, you can spread a Posting over a number of Days in line with the Marketing Product User Guides.
- 1.2 You must present each Posting separately, sorted into selections in line with the Marketing Product User Guides.
- 1.3 Where required by the Marketing Product User Guides, you must not make an OCR Posting until we give you accreditation in line with the quality assurance processes described in the Marketing Product User Guides.
- 1.4 You must not take our checks in relation to any Posting you make, or any of our findings or recommendations as a result of making those checks, to mean that we are giving up our right to take action because you have failed to carry out your duties under the Agreement.
- 1.5 Postings with Mailmark Items, Account Items, Advanced Mail Items, or OCR Items must be made up of either:
  - 1.5.1 all Mailmark Items, all Account Items, all Advanced Mail Items, all or all OCR Items; or
  - 1.5.2 no Mailmark Items, no Account Items, no Advanced Mail Items, and no OCR Items. A Posting cannot be made up of a mix of Mailmark Items, Account Items, Advanced Mail Items and OCR Items.
- 1.6 You must place orders for the Marketing Products via your OBA.
- 1.7 No Posting of Marketing Products may consist of a combination of Items for which Postage is payable or paid by more than one method of payment.
- 1.8 Under no circumstances are you permitted to include any Restricted Materials in your Posting.

### **2 Deferred delivery Posting**

- 2.1 If we agree that we will delay the delivery of your Posting (**Deferred Delivery Posting**), you must agree a delivery start date with us beforehand. You must make the Deferred Delivery Posting available for Handover at the Handover Point agreed with us at least seven (7) Days, and no more than twenty-eight (28) Days, before the delivery start date. We will aim to deliver each Deferred Delivery Posting within five (5) Working Days of the delivery start date.
- 2.2 If we deliver a large part of a Deferred Delivery Posting early without your approval, we will credit your account with an amount equal to a percentage (no more than 25%) of the Postage (less any applicable discount) due on that Posting. We will not have any other responsibilities or liability for that early delivery.
- 2.3 Deferred delivery is an option which you can select for some Marketing Products as detailed in the Marketing Product User Guides.

### **3 Mailing Standards Levy**

- 3.1 The Mailing Standards Levy will be collected on every Item of Advertising Mail and Sustainable<sup>®</sup> Advertising Mail via Royal Mail's invoicing process. The Mailing Standards Levy is not liable to VAT.
- 3.2 As the Mailing Standards Levy is voluntary, if you want to be refunded the levy you have paid, you can make a quarterly or annual claim to ASBOF at the address below providing

evidence of the Mailing Standards Levy paid (your invoices from us will show this information): The Treasurer, ASBOF, 7th Floor North, Artillery House, 11-19 Artillery Row London SW1P 1RT.

#### 4 Advertising Mail and Sustainable® Advertising Mail

- 4.1 Advertising Mail and Sustainable® Advertising Mail Postings must comprise advertising Items only as set out in this Agreement and in the Marketing Product User Guides.
- 4.2 Advertising Mail and Sustainable® Advertising Mail customers are subject to audit requirements as set out in the Marketing Product User Guides.
- 4.3 We will operate a content control process where sample Items are sent for checking against the requirements above and in the Marketing Product User Guides. If we find that your Advertising Mail and/or Sustainable® Advertising Mail Posting does not meet the requirements of this Agreement including the Marketing Product User Guides, we may switch you to a different Product and invoice you the appropriate Charges (and we reserve the right to invoice retrospectively in this event).
- 4.4 You accept that part of the Postage for Advertising Mail with unsorted Account Mail and machine-readable unsorted Advanced Mail options (as described in the Marketing Product User Guides) is based on the volume of Items worked out by our sorting machines. You also accept that this calculation is an accurate and final record of the volume of your Items.

#### 5 Line listing data

- 5.1 You must provide us with the line listing data in an electronic format in line with the Marketing Product User Guides. You must not include the names of your customers or possible future customers or any other personal data (as defined under the Data Protection Legislation) in the address data.

#### Checks

- 5.2 We may randomly check a Posting, or any part of it, to make sure it is consistent with the booking, the details on the Confirmed Sales Order (which is created when an order is confirmed on the OBA), the Postage due and whether you have met your duties under the Agreement.
- 5.3 You or your agent must work with us to sort out any questions about or any problems with Confirmed Sales Orders or other documents relating to the Posting, no matter whether you or your agent made the Posting.
- 5.4 If a booking or Posting is cancelled, you or your agent must arrange to collect the Posting if it has already been given to us. If you or your agent do not collect the Posting within 48 hours of cancelling it, we can return the Posting to you or your agent or get rid of it. As well as the cancellation charge, we can also charge you our reasonable costs in storing, returning or getting rid of those Items.

#### 6 Publishing Mail

- 6.1 You must meet the requirements as set out in the Marketing Product User Guides relating to:
  - (a) Periodicals;
  - (b) Publishing Mail;
  - (c) cover mounts;
  - (d) supplements products;
  - (e) information cards; and
  - (f) product cards
- 6.2 You can include an item which is not a Periodical in the same wrapper with a Periodical if the number of Publishing Mail Postings in which the combined weight of all extra Items is more than the Periodical they are being sent with is no more than the number shown in the table below.

Number of times the Periodical is posted each year using Publishing Mail	Maximum number of Publishing Mail Postings each year that can include extra items, which weigh more than the Periodical
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2	1
4	2
12	4
26	7
52	13

## 7 Business Mail 1st Class and Business Mail

- 7.1 Business Mail 1st Class and Business Mail are each available with an option for you to send Items invoiced via your account as detailed in the Marketing Product User Guides. In order to use that option, minimum volume requirements may apply, as detailed in the Marketing Product User Guides.
- 7.2 You accept that part of the Postage for Business Mail with unsorted Account and machine-readable unsorted Advanced options (as described in the Marketing Product User Guides) is based on the volume of Items worked out by our sorting machines. You also accept that this calculation is an accurate and final record of the volume of your Items.
- 7.3 If you give us a Posting of Business Mail with machine-readable unsorted Advanced options which you have paid for by franking-machine impression and you have kept to your Agreement with us, we will give you a refund (or, if you have an account with us, credit that account), in line with paragraph 7.4, of a discount of part of the total Postage paid on those Items.
- 7.4 We will combine any refund or credit we make in line with paragraph 7.3 with all other refunds or credit for Postings of Business Mail Items with machine-readable unsorted Advanced options that you make in the same month and we will issue you with a refund when the amount of the refund due to you reaches £1000 or every 28 Days whichever is sooner.

### *Qualifying criteria*

- 7.5 Except as set out in paragraph 7.6:
- 7.5.1 Goods Fulfilment Items; and
- 7.5.2 Large Letter Items which contain Prohibited Packaging, do not qualify for Business Mail 1st Class and Business Mail and you must make sure that they are not included in a Business Mail 1st Class and/or Business Mail Posting.
- 7.6 Even though they may be Goods Fulfilment Items you are nevertheless allowed to include in a Business Mail 1st Class and Business Mail Posting certain specifically exempted categories of Items as listed at <https://www.royalmail.com/business/services/sending/letters-uk/business-mail> as long as the Items also qualify for Business Mail 1st Class and Business Mail.
- 7.7 Large Letter Items which comprise of packaging which is prohibited packaging do not qualify for Business Mail 1st Class and Business Mail and you must make sure that they are not included in a Business Mail 1st Class and/or Business Mail Posting.

## 8 Advertising Mail Information

- 8.1 Where you post Advertising Mail or Sustainable® Advertising Mail the provisions of this paragraph 8 will apply and the following terms shall have the following meanings:

**Advertising Mail Information** means, in respect of a given Advertising Mail or Sustainable Advertising Mail posting:

- the information provided to us in your online business account or e-manifest in the course of providing the Advertising Mail Service or Sustainable® Advertising Mail Service for that posting; and
- the Sample/Seed that you provide to us, as required under the user guide; and
- the Mail Reference provided on the posting docket or e-manifest (as applicable) provided by you for that posting under paragraph 8.5.1 and on the associated Sample/Seed

**Data Opt** means your right to opt out of JICMAIL's data sharing initiative as referred to in

- Out** paragraph 8.3
- Independent Marketing Specialists** means:  
a) Ebquity PLC (company no. 03967525) whose registered address is Citypoint, One Ropemaker Street London, EC2Y 9AW; and  
b) Nielsen Media Research Limited (company no. 01765758) with registered offices at Atrium Court, The Ring, Bracknell, Berkshire, RG12 7BZ, and such additional and/or replacement independent advertising market analysts as appointed by JICMAIL from time to time
- Industry Input Data** means, in respect of each Advertising Mail or Sustainable® Advertising Mail posting for which the Data Opt Out has not been exercised:  
a) the identity of the advertiser and the brand for that Advertising Mail or Sustainable® Advertising Mail Posting;  
b) Advertising Mail or Sustainable® Advertising Mail volumes for that posting disaggregated to SSC level (but no lower);  
c) the SSC itself and the postcode area to which it relates;  
d) the number of Items by Mail Reference (declared and exceptions);  
e) the Mail Reference for that Advertising Mail or Sustainable® Advertising Mail posting;  
f) the date of delivery; and  
g) the name of the relevant mail centre.
- JICMAIL** means JICMAIL Limited with company number 04123433 and whose registered address is 70 Margaret Street London W1W 8SS, or such replacement company from time to time
- Mail Producer** means an entity who produces Advertising Mail or Sustainable® Advertising Mail and hands it over to us on your behalf
- Mail Reference** a unique reference number of no more than twenty (20) characters which identifies your specific advertising mail posting, such that each advertising mail posting will have a unique and distinct Mail Reference associated with it
- 8.2 We wish to use Advertising Mail Information for the purpose of assessing the circulation of Advertising Mail and Sustainable® Advertising Mail and to create an advertising mail currency that enables advertisers to benchmark their investments in Advertising Mail and Sustainable Mail against other media. To do this we also wish to share the Industry Input Data with JICMAIL and permit JICMAIL to share the Industry Input Data with the Independent Marketing Specialists for the purpose of creating reports for the industry.
- 8.3 You have the right to opt out of us using your Advertising Mail Information and sharing the Industry Input Data (the **Data Opt Out**) by populating the appropriate data entry field in your online business account ore-manifest (as applicable) for each of your postings in accordance with the requirements of the user guide (or instructing your Mail Producer, where you use one, to do the same).
- 8.4 You acknowledge and agree that:  
8.4.1 if you wish to exercise the Data Opt Out, then it is your responsibility to ensure that the appropriate data entry field in your online business account or e-manifest (as applicable) is populated correctly in accordance with paragraph 8.3; and  
8.4.2 if the appropriate data entry field in your online business account or e-manifest (as applicable) for the Data Opt Out is not populated in accordance with the requirements of the user guide for an Advertising Mail or Sustainable Advertising Mail posting, then we shall be entitled to treat that as your consent for us to use the Advertising Mail Information and share the Industry Input Data relating to that posting for the purpose set out in paragraph 8.2 and we shall have no liability to you in respect of such use even if you had instructed a Mail Producer otherwise.
- 8.5 You will ensure that:  
8.5.1 if you choose not to exercise the Data Opt Out pursuant to paragraph 8.3, then:  
(a) each posting of Advertising Mail or Sustainable® Advertising Mail is assigned the correct Mail Reference and such Mail Reference is declared in your online business account or e-manifest and on the associated Sample/Seed item; and

- (b) where an individual Advertising Mail or Sustainable® Advertising Mail posting is being posted across a number of different days, then the same Mail Reference is to be used for each day of that posting; or
- 8.5.2 if you do choose to exercise the Data Opt Out pursuant to paragraph 8.3, then the appropriate data entry field in your online business account or e-manifest (as applicable) must be populated in accordance with the requirements of the user guide for each Advertising Mail or Sustainable® Advertising Mail posting.
- 8.6 To avoid doubt, we each agree that, if you choose not to exercise the Data Opt Out, the Advertising Mail Information and Industry Input Data are not Confidential Information for the purpose of Clause 11 (Confidentiality) of our general terms.

**9 Subscription Mail**

- 9.1 You must meet the requirements as set out in the Marketing Product User Guides relating to:
  - (a) Titles;
  - (b) Subscription Mail;
  - (c) cover mounts;
  - (d) supplements products;
  - (e) information cards; and
  - (f) product cards.
- 9.2 You can include an item which is not a Title in the same wrapper with a Title if the number of Subscription Mail Postings in which the combined weight of all extra Items is more than the Title they are being sent with is no more than the number shown in the table below:

Number of times the Title is posted each year using Subscription Mail	Maximum number of Subscription Mail Postings each year that can include extra items, which weigh more than the Title
2	1
4	2
12	4
26	7
52	13