

Royal Mail Safeplace™ Licence

1. Definitions

You may not be familiar with some of the words or phrases we use in this Licence. These are explained in the following section.

Licence: this agreement between us and you;

Material: any of your material which promotes Royal Mail Safeplace™ to your customers, including co-branded material with your own name and logos;

Nominated Location: the alternative delivery location specified by you;

Recipient: your customer who is the addressee of a mail item;

Trademark: our “Royal Mail Safeplace™” trade mark;

Us or we: Royal Mail Group Limited registered in England and Wales, number 4138203, registered office: 100 Victoria Embankment, London EC4Y 0HQ; and

You or your: the Licensee sending mail items in connection with a Royal Mail delivery service for which Royal Mail Safeplace™ is available.

2. Grant of Licence

- 2.1** Subject to the terms and conditions contained in this **licence**, **we** grant **you** a non-exclusive, non-transferable licence and authority to use Royal Mail Safeplace™.
- 2.2** You may request that if on delivery no-one is available at a **recipient's** address to receive the mail item, we will deliver the mail item to the **nominated location**.
- 2.3** The nominated location must be either a neighbour's postal address or a specific location on the recipient's property. General descriptions or instructions (such as 'leave somewhere dry and safe') will not be accepted.
- 2.4** The nominated location must be stated along with the recipient's name on an address label (in a form agreed with **us** in advance of posting) and attached to the mail item.
- 2.5** Only mail items which are not letter-boxable and which do not require a signature may be delivered using Royal Mail Safeplace™. Letter-boxable mail items are items which can be delivered through a letter box at the address and are generally larger than 250mm by 38mm.
- 2.6** Neither the granting of this licence nor anything contained in it constitutes or implies any agreement between us and you in relation to transmission of any mail item, which is governed by the terms and conditions of the postal service by which such item is sent.

2.7 We may not deliver the mail item to the nominated location if:

2.7.1 to do so would be dangerous for the delivery officer;

2.7.2 the nominated location appears insecure to the delivery officer;

2.7.3 the mail item would be exposed to bad weather.

In any of the circumstances above, we will leave a card, offering the recipient various options for arranging redelivery or collection of the mail item.

2.8 Any undelivered mail item(s) will be returned to the delivery office and dealt with in accordance with the terms and conditions of the postal service by which the item was sent.

2.9 You must not post any mail item which contains:

2.9.1 items the total value of which exceeds £500;

2.9.2 cash;

2.9.3 diamonds, precious stones, real fur, jewellery (other than imitation), articles made largely or wholly of gold or silver or other precious metals;

2.9.4 any prohibited items as provided in the Royal Mail general terms and conditions unless the terms and conditions of the postal service by which the item is sent allows you to do so and the International Carriage of Dangerous Goods by Road Regulations are followed with appropriate packaging and labelling applied; or

2.9.5 any restricted items as provided in the Royal Mail general terms and conditions unless all our requirements for acceptance of the mail item are met.

A list of prohibited and restricted items, and our requirements for acceptance of restricted items, is available on our website at www.royalmail.com or on request from Customer Services. If you do post such items in breach of this clause, you will indemnify and hold us harmless against all costs incurred and all claims made against us resulting from such breach.

3. Liability and compensation

3.1 Where Royal Mail Safeplace™ is used, we will not pay any compensation for delay even if this is different from any provision to the contrary in the terms and conditions of the postal service by which the item is sent.

3.2 Our liability for loss of or damage to a mail item or its contents is as provided for in the terms and conditions of the postal service by which the item is sent. Once the mail item has been delivered to the nominated location, we will not be liable for any loss or damage to a mail item or its contents.

3.3 You confirm that you have obtained the recipient's express consent for the mail item to be delivered using Royal Mail Safeplace™ before applying any Royal Mail Safeplace™ instruction to the mail item. You must indemnify and hold us harmless against all costs, claims, liabilities, losses, demands and expenses arising out of or in connection with a breach of this clause.

4. Trademark

- 4.1 We grant you a non-exclusive personal licence to use the **trademark** on all **material** subject to the following conditions:
- 4.1.1 You must not assign, transfer charge or license (or purport to do so) any rights granted under this licence.
 - 4.1.2 You must submit the material to us for approval prior to its publication, sale or supply. We may in our absolute discretion withhold such approval or grant it on such conditions as we think fit.
 - 4.1.3 You must ensure that reproduction of the material and the trademark is both accurate and of high quality. Material approved by us will not be changed except with our prior written consent.
 - 4.1.4 You undertake that no statements or claims in any form will be included in the material that indicate that we, or any wholly owned subsidiary of ours has approved or recommended any other goods or services offered by you and/or any of your agents.
 - 4.1.5 A statement must appear in the material stating “Royal Mail Safeplace™ is a trade mark of Royal Mail Group Ltd. All rights reserved. Reproduced with the permission of Royal Mail Group Ltd.”
- 4.2 All intellectual property rights of whatever nature (including but not limited to copyright, trade marks, design rights and database rights) in the trademark will remain exclusively in our ownership and /or our wholly owned subsidiaries. This licence does not constitute any assignment of those rights.

5. Ending this licence

- 5.1 We may end this licence:
- 5.1.1 on one month’s written notice to you at any time; or
 - 5.1.2 immediately by written notice to you in any of the following events:
 - 5.1.2.1 any breach by you of any of the conditions in this licence;
 - 5.1.2.2 if you in our opinion misuse or permit or suffer the misuse of or in any way impair the goodwill associated with Royal Mail Safeplace™; or
 - 5.1.2.3 if you in our opinion in any way damage our reputation.

6. Royal Mail Names

- 6.1 All rights, title and interest in our brands, trademarks (registered and unregistered), names, domain names and the logos (“**Royal Mail Names**”) belong to and will always belong to us.
- 6.2 Save as provided for in this licence, the use of all or any of the Royal Mail Names by you for any purpose, without our agreement in writing, is strictly prohibited.

- 6.3** Irrespective of your compliance with clause 6.2 above, any goodwill arising from your use of all or any of the Royal Mail Names will automatically accrue to us, and you must at your own cost sign a confirmatory assignment of such goodwill if we ask you to do so.

7. General

- 7.1** You and we agree to use all reasonable endeavours to comply with the provisions and obligations imposed by the GDPR, the Data Protection Act 2018 and the Data Protection principles set out in that Act, in processing personal data, (as defined in that Act) and will indemnify each other in respect of any loss or damage caused by a breach of this clause 7.
- 7.2** Any notice under this licence from us to you will be sufficiently given if left at or sent by post addressed to you at the normal postal address set out above or your last known or usual address.

