



Royal Mail Door to Door Terms and Conditions

Effective 1st April 2020

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Royal Mail Door to Door Terms and Conditions

1 Who the Door to Door Terms and Conditions apply to

- A. Royal Mail Group Limited, a company incorporated in England and Wales (company number 4138203) with its registered address at 100 Victoria Embankment, London, EC4Y 0HQ (**we, us or our**); and
- B. Your company or organisation (**you or your**).

2 Definitions

In these Terms and Conditions, words and expressions with an initial capital letter have meanings set out in Schedule 1. Schedule 1 sets out rules on how to interpret these Terms and Conditions.

3 Door to Door Service

3.1 This document sets out the terms under which we agree to provide you with the Door to Door Service and you agree to meet the obligations set out in the Agreement.

3.2 The **Agreement** between you and us for the Door to Door Service is made up of the documents listed below. If there is any ambiguity or discrepancy between them, priority will be given in order of descending importance (unless expressly stated elsewhere in this document):

3.2.1 the Contract Details Form;

3.2.2 any other agreements between you and us relating to our Door to Door Service;

3.2.3 the terms and conditions set out in this document (the "**Terms and Conditions**");

3.2.4 Schedule 1 (Definitions and Interpretation) and, where relevant, Schedule 2 (Late Booking), Schedule 3 (Boundary Match), Schedule 4 (Collection and Handover Service) and Schedule 5 (Heavyweight Items Service) (the "**Schedules**");

3.2.5 the Rate Card;

3.2.6 the Handover Schedule, which we supply to you in paper or electronic format, and which we may change from time to time, in line with clauses 4.9 and 5; and

3.2.7 the User Guide.

The User Guide expands on the terms of the Contract Details Form, the Terms and Conditions and the Schedules.

3.3 To use our Door to Door Service, you must sign and return a Contract Details Form. You can only book Items for Delivery Periods of up to a maximum of thirteen (13) weeks under a single booking.

3.4 The Agreement will begin on the date we send you an email (with a breakdown of costs and Handover Schedule attached) to confirm your booking.

3.5 When you make a booking with us to use the Door to Door Service, we will consider that you have read, understood and agreed to these Terms and Conditions.

3.6 You and we agree to keep the details of the Contract Details Form and Handover Schedule confidential between ourselves.

4 Your obligations and rights

4.1 You must check the details of your booking on the booking confirmation form or, if you book online, on the confirmation screen of the Door to Door Online Booking System.

4.2 At the time you make your booking, you must:

4.2.1 provide the weight of each Item. If we decide that you did not provide the correct weight, we may treat the Item as a Non-Compliant Item (see clause 4.7), increase the charges you should have paid by the difference between what you have paid and what you should have paid had you provided the correct weight, and/or terminate all or part of the Agreement in accordance with clause 11;

4.2.2 apply the most appropriate Category Code (if you are unsure what the most appropriate Category Code is, you must consult with us, using the contact details set out in the User Guide). If we decide that you did not apply the most Item appropriate Category Code, we may treat the Item as a Non-Compliant Item (see clause 4.7), apply the more appropriate Category Code and not deliver the Item (during the Delivery Period booked) to any postcode sectors in which it would be a Competing Item to another Item (which has not been booked by you) booked for delivery during that same Delivery Period;

4.2.3 not include Items relating to more than one brand within a single booking, except where you make a booking for Multi-ad Items and you declare such Items as Multi-ad Items at the time of booking;

4.2.4 ensure that you provide us with sufficient information to allow us to clearly identify the brand and/or name of company for whom you are purchasing the Door to Door Service;

4.2.5 send a sample of the Item(s) to the Door to Door booking team (using the contact details set out in the User Guide) for review. If the sample is a Non-Compliant Item, we reserve our rights as set out in clause 4.7;

4.2.6 where you are acting as an Agent, provide us with full details of the company or person for whom you are purchasing the Door to Door Service; and

4.2.7 not wrongfully hold yourself or any person or company on whose behalf you are purchasing the Door to Door Service as being a New User. Where you wrongfully hold yourself or any person or company on whose behalf you are purchasing the Door to Door Service out as being a New User to obtain an incentive, discounted rate or other benefit reserved for New Users, we reserve the right to: (a) increase the charges you should have paid by the difference between what you have paid and what you should have paid had you not wrongfully held yourself out to be New User; (b) refuse to accept or deliver your Items and charge you cancellation fees as set out in the valid Rate Card; and/or (c) terminate all or part of the Agreement in accordance with clause 11.

- 4.3 When you transfer the Items to us for delivery at the Handover Point, you must also provide a Handover Consignment Note.
- 4.4 Our Walk Bundling Centres are in busy Royal Mail operational sites and we recommend that you use our Collection and Handover Service. If you decide to Handover your Items at our Walk Bundling Centres, you must ensure that you and your representative(s) comply with the requirements of the User Guide on health and safety in force and you shall indemnify us against any liabilities, costs, expense, damages and losses (including reasonable legal expenses) suffered or reasonably incurred by us (or our employees, agents and contractors) arising from any breach by you of this clause 4.4.
- 4.5 You must not provide for delivery any Items which, in our reasonable opinion:
- 4.5.1 may cause embarrassment to us, our employees or the person who will receive the Item;
 - 4.5.2 may harm, or are likely to harm, our reputation or otherwise;
 - 4.5.3 are banned or restricted by law or by any regulations or guidelines (including, but not limited to, the Advertising Codes);
 - 4.5.4 relate to more than one company, legal entity or organisation;
 - 4.5.5 are dangerous (that is, are banned by law or could harm people); or
 - 4.5.6 are Non-Compliant Items.

If you fail to comply with the requirements of this clause 4.5, we will give you notice in writing and we reserve the right to refuse to accept or deliver such Items and/or charge you cancellation fees as set out in the valid Rate Card.

- 4.6 You must not provide for delivery any Items that contain scam mail or any other similar material, including but not limited to Items or mail sent in furtherance of a fraudulent or criminal act, or which in our reasonable opinion are intended to deceive the recipient into parting with money or other assets. If we have a reasonable suspicion that an Item contains material that we consider to be scam mail or any other similar material, we may open that Item, delay processing, refuse delivery and/or return the Items to you, at your expense. We may also inform third parties of our concerns in relation to the items you have sent, including the identity of the apparent sender and what action we have taken. For the avoidance of doubt, failure to comply with this clause 4.6 shall not constitute a breach resulting in termination of the Agreement.
- 4.7 We reserve our rights to refuse to accept or deliver Items and/or charge you cancellation fees as set out in the valid Rate Card if at any time during the Agreement we decide that an Item is a Non-Compliant Item.
- 4.8 Where we refuse to accept or deliver Items due to incorrect packaging, we will notify you that the Items do not meet the instructions in the User Guide and, on a maximum of four occasions in any twelve (12) month period, you can request that we repackage the Items so that they are compliant. On the first occasion we agree to waive our Repackage Fee. On any second, third or fourth occasion, we will charge you our Repackage Fee and we will not confirm the total Repackage Fee until we have finished repackaging the Items. If we refuse to accept or deliver Items, you can either:

- 4.8.1 agree to the repackaging and pay the Repackaging Fee (where relevant); or
- 4.8.2 not agree to the repackaging, in which case you must do the following:
 - (a) collect the Items within five (5) calendar days or any other shorter period we may specify and do any necessary rework yourself if there is time before your delivery date, as set out in the Handover Schedule. If you do not pick up your Items, we may destroy the Items without contacting you further, and we will not have any liability to you as a result; or
 - (b) pay the cancellation fee, as set out in the valid Rate Card.
- 4.9 Where necessary we may change the Handover Schedule at any time and we will use reasonable efforts to give you notice in writing of any such change(s).
- 4.10 We may, at our absolute discretion, offer you the opportunity to make a Late Booking in accordance with the provisions set out in Schedule 2.

5 Our obligations and rights

- 5.1 If we have agreed to collect Items from you, we will collect the Items from the Handover Point at the times we have already confirmed with you or your agent.
- 5.2 We shall use reasonable efforts to deliver the Items (if they meet the requirements set out in the Agreement) within the times set out in the Handover Schedule and in line with the terms in this clause 5.
- 5.3 Our recommended procedure for Delivery Officers preparing Items for delivery is to stack each Item individually one on top of the other. Whilst we will use reasonable endeavours to deliver the Items in this manner, for operational reasons this will not always be possible.
- 5.4 We will confirm we have received the Items at the Handover Point when you present a completed Handover Consignment Note. This confirmation is neither proof of the number of Items we have received, nor that they meet our requirements, nor confirmation that we accept the Items for delivery. We will accept the Items for delivery once we are satisfied that the Items and the documentation that comes with them are accurate and in line with the Agreement.
- 5.5 Our duties in relation to delivering Items depend on the following:
 - 5.5.1 A Delivery Officer's Walk crosses multiple postcode sectors. If the Delivery Officer's Walk crosses an area with a different postcode sector to that set out in the Handover Schedule, we will apply the principle of Majoritisation and allocate your Items for delivery in the postcode sector in which most of the Delivery Officer's Walk lies. This will mean that, in certain cases:
 - (a) Items may be delivered to parts of postcode sectors that are not set out in the Handover Schedule (as those postcode sectors also comprise the Delivery Officer's Walk); and/or
 - (b) Items may not be delivered to parts of postcode sectors that are set out in the Handover Schedule (as those postcode sectors do not form part of the Delivery Officer's Walk).

- 5.5.2 The number of Delivery Point Addresses in any given postcode sector will vary from time to time, as further described in clause 5.5.4. As a result, the number of Items we will deliver may differ by 5% (under or over) from the number specified in the Handover Schedule when you made your booking.
- 5.5.3 If there are not enough Items for us to be able to complete delivery to all Delivery Point Addresses on a Delivery Officer's Walk, we will decide which Delivery Point Addresses will receive an Item.
- 5.5.4 We review postcode sector counts, but postcode sectors and postcode sector counts are subject to regular changes resulting from the commissioning of new addresses and deletion of old addresses. Postcode sector counts are accurate at the time of the Customer's booking for an Item. As a result of the postcode sector count reviews, postcodes may change. If we have updated a postcode sector count since you placed the booking and the original postcode was removed or altered, we will try (but cannot guarantee) to deliver the Items to the same geographical area.
- 5.5.5 We allow for a 5% difference (under or over) in the estimated total number of Items we will deliver. If the overall total we deliver is more than 5% of the estimated total, we may, at our sole discretion, charge you an amount equal to the amount of the increase as long as the increase has not been caused solely by us.
- 5.6 We have a duty not to deliver any Items to an address from which we have received a written request (opt-out) not to deliver such Items (these addresses will not normally be included in the number of Delivery Point Addresses but we cannot guarantee this) or where we do not consider it safe or sensible to do so. In either case, we will not deliver such Items and we will not be liable for paying you any refund or credit.
- 5.7 We may destroy any Items left over after our delivery, without giving you notice and without having any liability to you.
- 5.8 If you cancel a delivery after we have processed the Items and dispatched them from the Handover Point, we may not return those Items to you intact or at all.
- 5.9 We shall use reasonable efforts to not knowingly deliver Competing Items to postcode sectors you have specified in the Handover Schedule during the Delivery Period agreed with you subject to the following:
- 5.9.1 We will deliver a Multi-ad Item with items for other Customers, even if the other Customer's items could be considered to be competing directly with parts or all of the subject matter of the Multi-ad Item.
- 5.9.2 Where you have booked a Heavyweight Item and the Delivery Period has been extended, we will deliver Competing Items in the extended delivery period.
- 5.10 We shall use reasonable efforts to deliver Heavyweight Items within the timescales referred to in Schedule 5.
- 5.11 We have the right to inspect the Items at the Handover Point to check that you are meeting the requirements of clauses 4.4, 4.5 and 4.6 and we may exercise any one or more of our rights if we discover that you have not complied with your obligations.

- 5.12 Without affecting clause 5.11 above, we do not have a duty to carry out any checks to make sure you are meeting your requirements of clause 4.4, 4.5 and 4.6. Accepting your Items at the Handover Point will not prevent us from later making you aware of any problems with your Items and either asking that you put right those problems or cancelling the delivery.
- 5.13 We shall use reasonable efforts to prevent Nesting wherever possible other than where it is operationally necessary as a result of the physical make-up of the Items being delivered
- 5.14 We can change the Door to Door Service charges after giving you thirty (30) days' notice in writing. If you have booked deliveries in advance, the charges in place at the time you made that booking (or made changes to that booking, if you did so later) will apply.
- 5.15 We can change the Terms and Conditions of the Door to Door Service after giving you thirty (30) days' notice in writing.

6 Charges, invoices and accounting arrangements

- 6.1 We calculate the charges for the Door to Door Service in accordance with the valid Rate Card.
- 6.2 You must pay all our charges plus VAT by the due date shown on the relevant invoice. Our charges and other fees are expressed as exclusive of any applicable VAT (unless clearly stated otherwise).
- 6.3 We will give you an invoice for our delivery charges, normally before the first day of each delivery. The amount on the invoice will be based on the number and weight of Items for that delivery (as shown on the Handover Schedule), unless clauses 4.2 and/or 4.5 applies. The invoice will also include any other charges that apply in line with the Agreement.
- 6.4 If you fail to make any payment due under the Agreement (including any cancellation fee) by the date it is due (known as a **'late payment'**), we may, in line with clause 11.1, cancel all or part of the delivery and end the Agreement (in whole or in part) and/or cancel any other delivery scheduled to take place under the Agreement. We will be entitled to charge interest on any late payment at the rate specified in the Late Payment of Commercial Debts (Interest) Act 1998 (being a yearly rate equal to 8% above the base lending rate of the Bank of England) for as long as that payment is overdue.
- 6.5 If you disagree with the amount of an invoice, you must pay the invoice in full until we settle the dispute. If appropriate we will then refund any overpayment you have made.

7 Liability

- 7.1 In this clause, **'fail to make a delivery'** means any circumstances in which we:
- 7.1.1 deliver an Item before the Delivery Period in which it was booked to be delivered (as set out in the Handover Schedule);
 - 7.1.2 deliver an Item more than six (6) calendar days after the end of the Delivery Period in which it was booked to be delivered (such Delivery Period being set out in the Handover Schedule); or
 - 7.1.3 fail to deliver an Item which was booked to be delivered (as set out in the Handover Schedule).

- 7.2 If we lose or damage an Item before we are due to deliver it and this is as a result of us not meeting an obligation we have under the Agreement, we will pay you compensation for the loss or damage, in line with clauses 7.4 and 7.5, up to the amount it would reasonably cost to reprint the Item.
- 7.3 If we fail to make a delivery we will pay compensation. The amount of compensation will be based only on how much of the delivery was affected, although it will be limited to the delivery charges you paid for that delivery and is subject to clauses 5.5.5, 7.4, 7.5 and 7.7.
- 7.4 You must, in each case, make your claim for compensation under this clause 7 in writing, within forty (40) calendar days of the end of the relevant Delivery Period. You must support your claim by providing the following:
- 7.4.1 the Handover Consignment Note we have signed (as required under clause 4.5) or any other proof which shows, to our satisfaction, that you handed over the Items to us;
 - 7.4.2 satisfactory proof that we failed to make the delivery;
 - 7.4.3 Any relevant information about the Items, including (but not limited to) specific details of areas (including names and addresses) where we have failed to make a delivery. We will not consider isolated examples of a lack of response from the person who is meant to receive the Item (or Items) as full proof that we have failed to make a delivery; and
 - 7.4.4 in the case of clause 7.2, satisfactory proof of how much it would cost to replace the Items.

If we investigate any complaint for which you have failed to provide satisfactory proof, we may claim from you, and you agree to pay, all reasonable costs we had to pay to carry out the investigation.

- 7.5 Neither we nor our officers, employees or agents will be responsible to you in any circumstances for:
- 7.5.1 any kind of loss, liability or cost (except as set out in clauses 7.2, 7.3 and 7.4) including but not limited to loss of profit, loss of business, loss of goodwill or loss of business opportunity; or
 - 7.5.2 any type of special or indirect loss, or loss arising from something else happening as a result of the loss, damage or delay to your Item,

regardless of how the loss or damage was caused, including if it is caused by the negligence of us, our officers, employees or agents.

- 7.6 We will not be liable for any loss, damage or failure to make a delivery, due to:
- 7.6.1 the nature or content of any Items;
 - 7.6.2 us delivering Items which are or may be dangerous;
 - 7.6.3 the Item having a return address or a Royal Mail Postage Paid Impression printed on it; or

- 7.6.4 the Item breaching the Advertising Codes, any other industry guidelines that apply or any law or regulation.
- 7.7 We do not accept any liability caused as a result of any loss or damage or any failure to make a delivery, if you have failed to keep to the terms of clauses 4 and 6.
- 7.8 You agree to pay us for any costs (including legal costs) expenses, claims, losses and damages that arise, and compensation we have to pay, because of the circumstances described in clause 7.6.
- 7.9 Nothing in these Terms and Conditions shall limit or exclude our respective liability for:
- 7.9.1 death or personal injury caused by our respective negligence;
 - 7.9.2 our respective fraud or fraudulent misrepresentation; or
 - 7.9.3 any other liability which cannot be limited or excluded by applicable law.
- 7.10 Subject to clause 7.9, our total aggregate liability to you arising out of or in connection with the Agreement whether in contract, tort (including negligence), breach of statutory duty or otherwise shall in no event exceed:
- 7.10.1 in the first 12 months of your participation in the Door to Door Service, 100% of your anticipated spend for that 12-month period as set out in the Contract Details Form; or
 - 7.10.2 in any subsequent 12-month period, 100% of the total charges paid by you to us pursuant to the Agreement in the preceding 12-month period.

8 Intellectual Property

- 8.1 You must:
- 8.1.1 not use our Intellectual Property except as expressly permitted in the Agreement and subject to any conditions we feel are necessary;
 - 8.1.2 not use any other marks or other get up which may be associated with or are confusingly similar to those used by us;
 - 8.1.3 without prejudice to clause 8.1.1 and 8.1.2, only use the Door to Door Logos in the exact form we have approved, and you must comply with the latest guidelines as set out in the User Guide;
 - 8.1.4 not license, assign or register (or attempt any of those acts) in any country our Intellectual Property or any trade marks, designs, domain names, trading names or business names that are similar to any of the ones we own;
 - 8.1.5 not license, assign, register or use (or attempt any of those acts) product and service names, logos, trade marks, designs or domain names if they are in a form which is likely to cause confusion or affect the distinctive character of our Intellectual Property;

- 8.1.6 not portray any imagery or words related to us in any way which would or may bring us into disrepute;
 - 8.1.7 not use the PPI on Items under the Agreement or do or suffer to be done anything which may adversely affect the distinctiveness of the PPI or our rights in and to the PPI or which might reduce their value; and
 - 8.1.8 ensure that any reproduction of our Intellectual Property, including the Door to Door Logos is accurate and of high quality. You must not change any material we provide you without our prior written consent. If we fail to respond to a request you have made for approval, this does not mean we have granted our approval.
- 8.2 All rights, title and interest in and to our Intellectual Property belongs, and always will belong, to us or any member of our group companies. Any goodwill arising from your use of our Intellectual Property will automatically accrue to us, and you must, at our request and at your own expense, sign a confirmatory assignment of such goodwill. The Agreement does 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.
- 8.3 You undertake that no statements or claims in any form will be included on any material that indicate that we, or any member of our group companies, has approved or recommended any other goods or services offered by you and/or any of your agents.
- 8.4 We can withdraw our approval to your use of our Intellectual Property at any time by giving you at least thirty (30) days' notice in writing. If this happens, you can present any Items that carry the Door to Door Logos and that we have approved for future Delivery Periods for delivery during those periods, but we will not accept any further Items carrying the Door to Door Logos after the last relevant Delivery Period.
- 8.5 You acknowledge that you will be in breach of the terms of the Agreement if you fail to meet any of the duties under clause 8.

9 Data Protection

- 9.1 Terms and expressions used in this clause and not defined in the Agreement have the meanings assigned to them in the General Data Protection Regulation (EU) 2016/679 and any national implementing laws, regulation(s) and secondary legislation.
- 9.2 With respect to the parties' rights and obligations under the Agreement, we are the Controller of any Data.
- 9.3 The Data collected from you under the Agreement may be processed by us, third parties acting on our behalf and other organisations for the purposes set out in the Agreement. All processing of Data under the Agreement will be carried out in accordance with our privacy policy which can be found at www.royalmail.com/customer-service/terms-and-conditions/privacy-policy.
- 9.4 Where you present the Data of a third party to us, you agree that you have that third party's permission to provide their Data to us, and that you have made them aware that their Data will be processed in accordance with our privacy policy. You agree to indemnify us for any loss or damage that we incur as a result of any failure by you to comply with your obligations under this clause 9.4.

10 Door to Door Information

- 10.1 We wish to use Door to Door Information for the purpose of assessing the circulation of Door to Door Information and to create a Door to Door Information currency that enables advertisers to benchmark their investments in Door to Door Information against other media. To do this we also wish to share the Industry Input Data with JIC Mail and permit JIC Mail to share the Industry Input Data with the Independent Marketing Specialists for the purpose of creating reports for the industry.
- 10.2 You have the right to opt out of us using your Door to Door Information and sharing the Industry Input Data (the **Data Opt Out**) by notifying us by email (an **Opt Out Email**).
- 10.3 You acknowledge and agree that:
- 10.3.1 if you wish to exercise the Data Opt Out, then it is your responsibility to ensure that we receive the Opt Out Email no later than seven (7) days prior to the relevant Booking Start Date in accordance with clause 10.2 above; and
- 10.3.2 if we do not receive the Opt Out Email no later than seven (7) days before your relevant Booking Start Date then we shall be entitled to treat that as your consent for us to use the Door to Door Information and to share the Industry Input Data relating to that booking for the purposes set out in clause 10.1 and we shall have no liability to you in respect of such use even if you had instructed a Leaflet Producer or other third party representative otherwise.
- 10.4 If you do choose to exercise the Data Opt Out pursuant to clause 10.2 then you will ensure that you send us an Opt Out Email for each of the bookings for which you wish to opt out in accordance with clause 10.3.1.
- 10.5 For the avoidance of doubt, we each agree that, if you choose not to exercise the Data Opt Out, the Door to Door Information and Industry Input Data are not confidential for the purpose of clause 3.6, and clause 3.6 shall not apply to it.

11 Cancellations, ending the Agreement and adding to bookings

- 11.1 Unless otherwise agreed in writing between you and us, the Agreement commences in accordance with clause 3.3 above and shall end thirteen (13) weeks from the date the first delivery is made in accordance with the Handover Schedule.
- 11.2 We can, by giving you notice, cancel a delivery under the Agreement, or end the Agreement altogether without giving notice, if:
- 11.2.1 you fail to pay any charges due under clause 6 by the date they are due;
- 11.2.2 your bank refuses or chooses not to honour your cheque or direct-debit payment;
- 11.2.3 you have any debts left to pay from using our Door to Door Service previously;
- 11.2.4 we reasonably consider that you have breached clause 12; or
- 11.2.5 you breach any other of these Terms and Conditions in a significant way, and fail to remedy the matter despite us having given you ten (10) calendar days' notice to do so.

- 11.3 We can end the Agreement, after giving you notice, if:
- 11.3.1 you become bankrupt, insolvent or unable to pay your debts;
 - 11.3.2 you pass a resolution for winding up your business, or a court makes an order to wind up the business (other than for the purpose of reorganising your business);
 - 11.3.3 a receiver, manager or an administrator is appointed over any or all of your assets;
 - 11.3.4 you make any arrangement with or for the benefit of your creditors;
 - 11.3.5 anything similar to clauses 11.3.1 to 11.3.4 (inclusive) occurs to you under the laws of any jurisdiction;
 - 11.3.6 your use of the Door to Door Service and / or any Item breaches the Advertising Codes;
 - 11.3.7 we are required to do so as a result of any law or regulation (including any direction, ruling or requirement issued upon us by any legal or regulatory body); or
 - 11.3.8 you do, or fail to do, anything which in our reasonable opinion damages or may damage our reputation or business, of the reputation or business of any member of the Royal Mail Group.
- 11.4 We can, at any time and without having any liability to you, cancel a delivery to one or more postcode sectors under the Agreement, or end the Agreement altogether, after giving you three (3) months' notice in writing.
- 11.5 You can cancel a delivery to one or more postcode sectors or end the Agreement at any time by giving us notice in writing. However, if you cancel a delivery or end the Agreement under this clause 11.5 you shall be liable to pay to us cancellation fees in accordance with clause 11.6 and any other costs you owe us under the Agreement.

Cancellation fees

- 11.6 You will need to pay cancellation fees as set out in the valid Rate Card, which will be invoiced and payable in accordance with clause 6.1 above, in the following circumstances (unless clause 11.7 applies):
- 11.6.1 if we cancel all or part of a delivery or end the Agreement in whole or in part under clauses 11.2 or 11.3;
 - 11.6.2 if we refuse to accept or deliver Items under clauses 4.2 and/or 4.5; or
 - 11.6.3 if you cancel all or part of a delivery or end the Agreement under clause 11.5.
- 11.7 If we breach clause 12.2, you can cancel any deliveries or end the Agreement (or both). In those circumstances, unless 11.8 below applies, you will not be liable for any cancellation fees set out in clause 11.6 for any deliveries booked before you found out about us breaching clause 12.2.
- 11.8 If clause 12.2 was breached by:

- 11.8.1 an employee of ours who was not a director or senior officer, and was not acting on behalf of a director or senior officer; or
- 11.8.2 an agent or subcontractor of ours;

and, within thirty (30) days of us finding out about the situation, we arrange for that person to be removed from all involvement with the Agreement and any related services, you will still be liable for all cancellation fees (in line with clause 11.6) if you decide to cancel any deliveries or end the Agreement.

Changes to the number of items within an existing booking

- 11.8.3 If you ask to make a change in the volume of Items and it results in an increase in the number of Delivery Point Addresses in the area the Items are to be delivered to:
 - (a) we will charge you for the new, recalculated, overall number of Delivery Point Addresses (the original number of Delivery Point Addresses and the number of increased Delivery Point Addresses) in accordance with the valid Rate Card at the time of making the increase request. The original number of Delivery Point Addresses will remain priced as they are and we will add the additional number to the charges payable under the Agreement; and
 - (b) any volume related discounts shall be applied to the new, recalculated, overall number of Delivery Point Addresses.
- 11.8.4 If we have already invoiced you the charges for the original number of Delivery Point Addresses, we will treat the number of increased Delivery Point Addresses as a new booking and:
 - (a) we will charge you in accordance with the volume of the new booking alone (not taking into account the volume of the increased delivery points combined with the volume in the original booking) and we will charge you in accordance with the valid Rate Card at the time of making such a new booking; and
 - (b) within seven (7) calendar days of the new booking, we will calculate what the volume related discount would have been if the volume of the original booking and new booking combined was considered at the time of the new booking (so based on the prices and discounts at that time) and will credit the amount of any volume related discount in the charges which you should have received to your next invoice (whether under the original Agreement or the new Agreement).
- 11.8.5 If you ask to make a change that reduces the overall number of Delivery Point Addresses in the area the Items are to be delivered to, we will treat this as a full cancellation and subject to the cancellation fees in accordance with clause 11.6. For the avoidance of doubt, the remaining number of Delivery Point Addresses that Items were booked to be delivered to will be treated as an automatic new booking and new Agreement and we will charge you in accordance with the valid Rate Card at the time of making such new booking. If you book extra postcode sectors or other Delivery Periods to return the number of Delivery Point Addresses to more than the original number you booked, if you do so within fourteen (14) calendar days of the request that reduces the overall number of Delivery Point Addresses, we will not charge you a cancellation fee or we will credit any paid cancellation fees to your next invoice if clause 11.9 applies.

Intention to cancel and rebook at a later date

- 11.9 If you cancel a booking with fourteen (14) calendar days' or more notice until the original distribution start date then (subject to availability) you may rebook the same delivery with an equivalent or higher volume of Items (and corresponding Delivery Point Addresses). If you do so, then:
- 11.9.1 if the delivery is rebooked with a distribution start date within thirteen (13) Weeks (inclusive) of the original distribution start date, then the rebooking will fall under the existing Agreement and we will not apply cancellation fees (however we will only waive cancellation fees once per valid booking per Customer, and we will apply cancellation fees for each further cancellation thereafter); and
 - 11.9.2 if the delivery is rebooked with a distribution start date more than thirteen (13) Weeks after the original distribution start date then the rebooked Items will constitute a new booking and will not fall under the existing Agreement. We will apply cancellation fees, we will create a new Agreement to cover the new booking and will charge the rebooked Items and the Items remaining under the existing Agreement in accordance with the Rate Card that is applicable at the time of the rebooking.
- 11.10 If you cancel a booking with less than fourteen (14) calendar days' notice, then (subject to availability) you may rebook the same delivery with an equivalent or higher volume of Items (and corresponding Delivery Point Addresses) and cancellation fees will still apply, but we may do any or all of the following:
- 11.10.1 credit any paid cancellation fees related to the original delivery to your next invoice;
 - 11.10.2 continue to charge the original number of Delivery Point Addresses in accordance with the valid Rate Card at the time of making the original booking; and
 - 11.10.3 charge the Delivery Point Addresses which are over this original number in accordance with the valid Rate Card in place at the time of the increase, taking into account any volume related discounts based on the original number of Delivery Point Addresses combined with the amount by which the number has been increased.
- 11.11 Should the total number of Items or Deliver Point Addresses be reduced (either upon rebooking or at a later date), we will not apply volume related discount and will charge the entire volume in accordance with clause 11.8.5 (in accordance with the valid Rate Card in place at the time of the decrease in volume).
- 11.12 Where a new Agreement is created in accordance with this clause 11, we will issue a revised Contract Details Form and the new Agreement shall commence in accordance with clause 3.3.

12 General

- 12.1 Circumstances outside our control: If we are not able to, or refuse to, carry out our duties under the Agreement for any period due to circumstances outside our control (including, but not limited to, fire, flood, riot, public disturbance, sabotage, natural disasters, traffic congestion and industrial

action), we will not have any liability to you for any loss or damage you suffer as a result. We will make reasonable attempts to give you notice of circumstances outside our control and take whatever steps are reasonably practical to limit the effects those circumstances have on the Door to Door Service, and how long those effects last.

- 12.2 Prevention of corruption: You and we agree that we will both comply, and make sure that anyone we employ or are responsible for complies, with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including, but not limited to, those relating to the Bribery Act 2010.
- 12.3 Notices: All notices or other communications given or made under or in connection with the matters contemplated by the Agreement shall be in writing (in English or Welsh only) to the address shown on the relevant invoice. If you are not based in the UK, before you sign the Contract Details Form you must give us a postal address in the UK for us to send notices to under the Agreement. This address must not be a PO Box address. You must have a postal address in the UK at all times while the Agreement is in force.
- 12.4 Rights of third parties: A person who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of it.
- 12.5 Entire Agreement: The Agreement (and the documents referred to in it) sets out the entire agreement between you and us. There are no additional terms or obligations other than those contained or referred to in the Agreement (and the documents referred to in it). Each party acknowledges that it has not entered into the Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Agreement. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Agreement. Nothing in this clause will limit or exclude liability for fraud or fraudulent misrepresentation.
- 12.6 Future rights: Either of us failing to enforce or to exercise any term or right of the Agreement does not mean that one of us gives up that term or right and will not affect their right to enforce or take advantage of the term or right at a later date.
- 12.7 Assignment: You must not assign or transfer or purport to assign or transfer any of your rights or duties under the Agreement to anyone else (such as a subcontractor) without our prior written consent.
- 12.8 Amendments: No variation, amendment, deletion or replacement of or from the Agreement or any of its terms shall be effective unless made in writing and signed by or on behalf of each of you and us. (This clause 12.8 does not apply if we change the Agreement under clauses 5.14 or 5.15.)
- 12.9 Governing law and jurisdiction: The Agreement is governed by the laws of England and Wales and you and we agree to submit to the non-exclusive jurisdiction of the courts in England and Wales in relation to all matters (including any non-contractual matters) arising out of or in connection with the Agreement.
- 12.10 Invalidity: If any court with the correct authority finds any term of the Agreement to be invalid, illegal or unenforceable, this will not affect the other terms of the Agreement.

Schedule 1

Definitions and Interpretation

1 Definitions

You may not be familiar with some of the words or phrases that we use in these Terms and Conditions. When they are used for the first time, they are shown in bold print and explained in the relevant part of these Terms and Conditions or in the following section.

Advertising Codes	the United Kingdom Code of Non-Broadcast Advertising, Sales Promotion and Direct Marketing as amended from time to time, and any additional or up-dated relevant code or guidance, issued by the Advertising Standards Authority or the Committee of Advertising Practice or by any replacement or successor body.
Affiliate / Reseller	a person or company who has entered into a Door to Door Reseller Agreement with Royal Mail and who purchases the Door to Door Service on behalf of another person or company.
Agent	a person or company, but not a Reseller, who purchases the Door to Door Service on behalf of or for the benefit of another person or company.
Booking Number	a unique reference code of no more than twenty (20) characters which identifies a specific booking, such that each booking made via the Door to Door Service will have a unique and distinct Booking Number associated with it.
Booking Start Date	the date on which the Door to Door Service for a given booking will commence.
Category Code	the code under which an Item is classified for booking purposes. The codes we use can be found on our website at www.royalmail.com/doortodoor (as amended and updated from time to time).
Collection and Handover Service	the service by which we will come to your premises, pick up the Items and deliver them to our premises ourselves

as set out in Schedule 4.

Competing Item	any Item (but not including Exceptional Items) which does not come from you and which we consider should properly be categorised in the same Category Code as your Items.
Contract Details Form	the part of the Agreement between you and us that records the number and weight of your Items you want to deliver using the Door to Door Service, and the relevant charges.
Customer	the person or company who purchases the Door to Door Services.
Data	any personal data provided, or made available, to us by or on behalf of you in connection with the provision of services by us under the Agreement.
Data Opt Out	your right to opt out of JIC Mail's data sharing initiative as referred to in clause 10.2.
Delivery Officer	the individual who shall deliver the Items.
Delivery Officer's Walk	the route the Delivery Officer has been allocated.
Delivery Period	a delivery by us of items for the customer in a six day period starting on a Monday and ending on a Saturday, excluding any bank or public holidays.
Delivery Point Address	any house, property or building, falling within a Delivery Officer's Walk, which can be identified and to which mail can be addressed and posted, and to which we can reasonably expect to deliver mail.
Door to Door Information	means, in respect of a given booking: <ul style="list-style-type: none">a) the information provided to us on that booking's Handover Schedule in the course of providing the Door to Door Service; and

- b) the sample for that booking; and
- c) the Booking Number provided by us to you for that booking.

Door to Door Logos the logos and trademarks we have approved for use (not including PPI).

Door to Door Online Booking System [RMG TO INSERT LINK]

Door to Door Service our service for delivering Customers' unaddressed Items.

Exceptional Items means the following items (not being Competing Items):

- a) Heavyweight Items;
- b) Multi-ad Items;
- c) Items booked by or on behalf of the Government, any local authority, political party or religious organisation;
- d) Items concerning any other causes or campaigns of a political, public health or religious nature.

Handover when we are in physical possession of your Item(s) either after receipt at our Walk Bundling Centres or being handed over to a collection officer if using our door to door collection service as set out in clause 5.1.

Handover Consignment Note the note you provide to us when you hand over your Items and which should contain the relevant delivery information as specified in the User Guide.

Handover Point the place(s) set out in the Handover Schedule where you agree to give us the Items you want us to deliver for the purposes of achieving Handover. Such places may include part of your or our premises, or any other point as we may agree from time to time.

Handover Schedule	the schedule which describes Handover Points, the numbers of Items and the corresponding preferred postcode sectors and dates for delivery.
Heavyweight Item	any Item weighing more than 250 grams, further details of which are set out in Schedule 5.
Independent Marketing Specialists	<p>means:</p> <ul style="list-style-type: none"> 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, <p>and such additional and/or replacement independent advertising market analysts as appointed by JIC Mail from time to time.</p>
Industry Input Data	<p>means in respect of each booking for which the Data Opt Out has not been exercised:</p> <ul style="list-style-type: none"> a) the identity of the advertiser and the brand for that booking; b) volume of Items for that booking; c) the Booking Number for that booking; d) distribution drop dates; e) Distribution Location; and/or f) a sample of the Items for that booking
Intellectual Property	patents, trade marks and service marks, rights in business and trade names and get-up, copyright and neighbouring rights, topography rights, database rights, design rights, goodwill, trade secrets and confidentiality rights, rights in domain names, rights in know-how and all other intellectual property rights and rights or forms of protection of a similar nature anywhere in the world whether or not any of them are registered.

Item	unaddressed single postal packets or mail made up of promotional material, including Exceptional Items and Heavyweight Items, which we receive from you, as described in the Contract Details Form.
JIC Mail	means JIC Mail Limited with company number 04123433 and whose registered address is 70 Margaret Street London W1W 8SS, or such replacement company from time to time.
Late Booking	a booking which is made between the Monday and the Friday (inclusive) three weeks prior to the week in which the relevant Items are to be delivered, further details of which are set out in Schedule 2.
Leaflet Producer	an entity who produces Items and hands them over to us for the Door to Door Service on your behalf.
Majoritisation	where a delivery walk crosses two or more postcode sectors it is assigned to the postcode sector in which the majority of its delivery addresses reside.
Multi-ad Item	an Item which contains advertising for more than one service, event, range of products, company or brand.
Nesting	the practice where a Delivery Officer places one or more Items within another Item when the Items are delivered.
New User	means a Customer who has: <ul style="list-style-type: none"> a) never made a booking under the Door to Door Service, or b) has not made a booking under the Door to Door Service for a continuous period of 18 months, or more, immediately prior to the relevant date, <p>in each case whether directly, through a Reseller or through an Agent.</p>
Non-Compliant Item	an Item that does not meet the instructions and requirements set out in these Terms and Conditions and/or the User Guide.

Postage	the amount you must pay for each Item calculated using the Rate Card.
PPI	a printed postage impression that shows Postage has been paid.
Rate Card	the standard charges for deliveries using the Door to Door Service, which can be found on our website at www.royalmail.com/doortodoor (as amended and updated from time to time).
Repackage Fee	means the reworks fees set out in the User Guide.
User Guide	the operational document which sets out the instructions for the Handover of Items for the Door to Door Service, as amended from time to time.
VAT	value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature.
Walk Bundling Centres	the sites identified in the User Guide where you can hand over your Items.
Week	shall mean seven (7) consecutive days commencing on Monday and ending on the following Sunday.

2 Interpretation

- 2.1 A reference to a background clause, clause, or Schedule is a reference to the relevant background clause, clause or Schedule of these Terms and Conditions.
- 2.2 A reference to a paragraph is a reference to the relevant paragraph of the Schedule in which it appears.
- 2.3 Headings and sub-headings are included for reference only and shall not affect how these Terms and Conditions are interpreted.
- 2.4 Use of the singular includes the plural and vice versa.
- 2.5 Use of any gender includes the other genders.

- 2.6 Where a word or expression is defined, related words and expressions shall be construed accordingly.
- 2.7 The words include, including and in particular are used for illustration or emphasis only, and do not limit or prejudice the generality of the words used before it.
- 2.8 A reference to a party to the Agreement (including the words you, we and us) includes that party's successors and permitted assigns.
- 2.9 A reference to any statute or statutory provision shall be interpreted as including any amendments, modifications or re-enactments to that statute or provision.
- 2.10 A reference to the Agreement or any other document referred to in the Agreement is a reference to this Agreement or that other document as amended, changed, novated or supplemented (unless this was done in breach of the Agreement).
- 2.11 A reference to a day means a period of 24 hours running from midnight to midnight.

Schedule 2

Late Booking

The provisions of this Schedule 2 shall apply in addition to the provisions set out in the Terms and Conditions.

1 Late Booking terms

1.1 We may (at our absolute and sole discretion) offer you the opportunity to make a Late Booking. If we do offer you such opportunity, you may only make a Late Booking in accordance with the terms of paragraph 1.3 of this Schedule 2 where:

- 1.1.1 you have a standard booking;
- 1.1.2 your standard booking has a Booking Start Date within a 26 week period after the date on which you seek to book a Late Booking;
- 1.1.3 a minimum of 70% of your total bookings in any given six (6) month period have been standard bookings; and
- 1.1.4 your Late Booking Items promote the same brand of Items as the Items in your standard booking.

1.2 If, after offering you the opportunity to make a Late Booking, we determine (at our absolute and sole discretion) that you have not met the requirements of paragraphs 1.1.1 and 1.1.3, we shall not accept a Late Booking. If we determine (at our absolute and sole discretion) that you are misusing or have misused our Late Booking offering, we shall suspend your access to the Late Booking offering until further notice.

1.3 The following terms apply to any Late Booking (in addition to all other terms of the Agreement):

- 1.3.1 the minimum booking value is £500;
- 1.3.2 you may not cancel a standard booking and rebook the same or similar as a Late Booking;
- 1.3.3 you can only book Items in the weight ranges of 0-20 grams and 20-35 grams as a Late Booking;
- 1.3.4 we publish the postcode sectors in respect of which a Late Booking is available on the Monday which is 3 weeks prior to the week in which you can book a Late Booking delivery in those postcode sectors. We do not guarantee to make available any minimum number of postcode sectors for a Late Booking;
- 1.3.5 you must confirm any Late Booking generated by 12pm on the next booking day by 5:30pm. You must confirm any Late Bookings received after 5.30pm by 12pm the following day; and

1.3.6 you must book a Late Booking by 1pm on the Friday in the week which is 3 weeks before the week in which the relevant Items are to be delivered.

1.4 Notwithstanding the any of the above, we provide Late Bookings at our absolute and sole discretion and we may end the provision of Late Bookings at any time without notice.

Schedule 3

Boundary Match Service

The provisions of this Schedule 3 shall apply in addition to the provisions set out in the Terms and Conditions.

1 Boundary Match Service

- 1.1 The Door to Door Boundary Match Service is a hybrid service to communicate to a specified political, utility or NGO boundary (the "**Specified Boundary**")
- 1.2 We use reasonable efforts to deliver items within the Specified Boundary and we offer a boundary accuracy of between 95% and 100%, dependent upon the specific Specified Boundary characteristics.
- 1.3 We use Door to Door Services wherever possible, however we use addressed mail services to deliver items to addresses that fall outside of the postcode sectors of the Door to Door Services.
- 1.4 The charges we quote for the Boundary Match Service are calculated in accordance with the following:
 - 1.4.1 Door to Door distribution;
 - 1.4.2 addressed mail postage;
 - 1.4.3 fulfilment and data charges; and
 - 1.4.4 where relevant, collection of your items from you or your printer/designated agent.
- 1.5 We shall collect your items using the Collection and Handover Service unless otherwise agreed in writing.
- 1.6 We shall package (envelop) and address all addressed mail services items. All other items (i.e. the Door to Door Services Items) shall be delivered as provided to us.
- 1.7 We shall invoice you for the Boundary Match Service in arrears in accordance with the payment arrangements in place between you and us.
- 1.8 The addressed mail services items shall be delivered in the same week as the Door to Door Services Items.

Schedule 4

Collection and Handover Service

The provisions of this Schedule 4 shall apply in addition to the provisions set out in the Terms and Conditions.

1 Collection and Handover Service

- 1.1 The Door to Door Collection and Handover Service involves the following:
 - 1.1.1 collection of your items from you or your printer/designated agent;
 - 1.1.2 where requested, storage in our secure warehouse prior to your scheduled handover; and
 - 1.1.3 handover at our Walk Bundling Centres in accordance with your handover schedule.
- 1.2 For bookings that are scheduled for delivery over a single week we shall collect and handover your items during the specified handover window.
- 1.3 Where requested, if your distribution takes place over 2 or more weeks we shall collect and store your items, and hand over the items to our Walk Bundling Centres for the relevant weeks of distribution accordance with your handover schedule.
- 1.4 You shall book your Collection and Handover Service through the Door to Door booking team (using the contact details set out in the User Guide).
- 1.5 We use a trusted third-party partner to undertake the Collection and Handover Service where required and you shall be contacted (using the contact information that you have provided to us) by the third-party to arrange the collection.
- 1.6 You must prepare and label your items in accordance with the requirements set out in User Guide.
- 1.7 We shall invoice you for the Collection and Handover Service in arrears in accordance with the payment arrangements in place between you and us.

Schedule 5

Heavyweight Items Service

The provisions of this Schedule 5 shall apply in addition to the provisions set out in the Terms and Conditions.

1 Heavyweight Items Service

- 1.1 The Door to Door Heavyweight Items Service applies to bookings where Items weigh more than 250g.
- 1.2 We deliver Heavyweight Items in the same manner as standard Door to Door Services bookings but due to the weight of the items we will try to deliver Heavyweight Items within:
 - 1.2.1 Four (4) weeks of the specified delivery date specified in the Handover Schedule for Heavyweight Items with a weight of 700 grams or more but less than 1000 grams;
 - 1.2.2 Three (3) weeks of the specified delivery date specified in the Handover Schedule for Heavyweight Items with a weight of 450 grams or more but less than 700 grams; and
 - 1.2.3 Two (2) weeks of the specified delivery date specified in the Handover Schedule for Heavyweight Items with a weight of more than 250 grams but less than 450 grams
- 1.3 Our Competing Items policy shall not apply to Heavyweight Items.
- 1.4 You must prepare and label your Heavyweight Items for collection or, where arranged, collection from you or your printer/designated agent using the Collection and Handover Service, in accordance with the requirements set out in the User Guide.
- 1.5 We shall invoice you for the Heavyweight Items Service in arrears in accordance with the payment arrangements in place between you and us.