

# Royal Mail

# Special Delivery

## Guaranteed by



## Main points to note\*

### Money Back Guarantee

Refund of carriage charge in the unlikely event of items being delayed. \*\*Claims must be made within 14 days of posting. Please keep your receipt in case you need to make a claim.

### Exception to 9am Promise

To make it easier for recipients to receive items when they need them, where we know, from our previous experience, that a recipient is unlikely to be available to receive an item before 9am, then we may deliver the item by 9.30am.

### Compensation

Up to £50 for loss of or damage to an item. Claims must be made within 80 days of posting. Please keep your receipt in case you need to make a claim.

### Enhanced Compensation

Up to £2500 for loss of or damage to an item depending on the level of additional compensation paid for. Claims must be made within 80 days of posting. Please keep your receipt in case you need to make a claim.

### Consequential Loss

Up to £10,000 † Available on request at time of posting only. †† Claims must be made in writing within 14 days of posting. Please keep your receipt in case you need to make a claim. Please note consequential loss cover is not available when posting any restricted items.

### Confirmation of Delivery

Signature will be obtained on delivery of item from the recipient but not necessarily the addressee.

### Maximum Size and Weight

Maximum size: 610 x 460 x 460mm

Maximum weight: 2kgs

### Prohibitions, Restrictions and Undeliverable Items

There are certain dangerous and hazardous goods which are unsuitable for conveyance by us and are therefore prohibited. Items worth more than £2500 are also prohibited. Our compensation does not cover certain types of goods. We reserve the right in certain circumstances to destroy an undeliverable item. If in doubt, please ask at the counter, call us on **08457 950950**, or visit **www.royalmail.com**

\* Please refer to Royal Mail Special Delivery Guaranteed by 9am Terms and Conditions on reverse for full details.

\*\* To most UK destinations. Please ask for details.

† In addition to the Royal Mail Special Delivery Guaranteed by 9am price.

†† Please see our leaflet available at Post Office® branches, or ask at the counter.



Royal Mail Group Ltd. Registered in England and Wales.

Registered number 4238203. Registered office at 100 Victoria Embankment, LONDON, EC4Y 0HQ

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Post Office is a registered trade mark of Post Office Ltd.

# Terms and conditions for Royal Mail Special Delivery Guaranteed by 9am purchased at Post Office® branches

## 1. Service

We agree to provide you with Royal Mail Special Delivery Guaranteed by 9am services in accordance with the following terms and conditions and the provisions of the scheme.

## 2. Definitions and Interpretation

In this agreement the following expressions below will have the following meanings:

**agreement:** your receipt and these terms and conditions together with the relevant scheme;

**certificate of posting:** any document which we may from time to time agree to accept as proof of posting;

**charges:** the amount payable by you to us in respect of the Royal Mail Special Delivery Guaranteed by 9am service as published by us from time to time and as notified to you at the time of posting;

**consequential loss:** the optional extra compensation available to you in respect of financial loss separate from the item's actual market value, incurred as a consequence of delay, loss of or damage to the item, which is available on request for an additional fee;

**items:** an inland letter (as defined in the scheme) which complies with the requirements of the scheme and with any regulations made by us for inland letters posted by you under this agreement;

**posting:** each handover of items to our representative or agent by you or each collection of items from the agreed collection point by us for delivery under the Royal Mail Special Delivery Guaranteed by 9am service;

**receipt:** the document processed by us on purchase of the Royal Mail Special Delivery Guaranteed by 9am service by you and signed by you;

**scheme:** the relevant statutory scheme or schemes (including any amendments made to them) relating to inland and overseas postal services made from time to time under section 89 of the Postal Services Act 2000 (or under any statutory modification or reenactment of that section);

**Royal Mail Special Delivery Guaranteed by 9am:** the service provided to you by us under the terms of this agreement;

**we or us:** Royal Mail Group Limited, registered in England and Wales, number 4238203, registered office 100 Victoria Embankment, London, EC4Y 0HQ;

**working day:** Monday to Friday of any week excluding any Public or Bank Holidays in any part of the UK or Northern Ireland;

**you:** the sender of a posting or postings using the Royal Mail Special Delivery Guaranteed by 9am service.

## 3. Our obligations

3.1 Items will be collected or accepted by us from the agreed collection posting point.

3.2 We will supply you, on request, with a certificate of posting.

3.3 We will deliver an item by 9am. However where we know, from our previous experience, that a recipient is unlikely to be available to receive an item before 9am, then we may deliver the item by 9.30am.

3.4 Should there be no-one available to receive an item a card will be left, providing the recipient the option to have the item delivered at a later date. The attempted delivery will constitute a first attempt in accordance with clause 6.1.

3.5 On delivery, we will use our reasonable endeavours to obtain a signature from the recipient of the item (not necessarily the addressee).

3.6 We will use our reasonable endeavours to return to you any item included in a posting in the event of nondelivery (as provided in the scheme). If it is not possible to identify the sender, we may dispose of the items.

3.7 We may refuse to collect or accept items if we have reasonable grounds to believe that you are in breach of clause 4.3 (general circumstances where we are not obliged to collect/deliver an item are covered by the scheme).

3.8 We may refuse to collect items if for reasons particular to that address, we consider that it could be unreasonable to do so.

3.9 Notwithstanding any other provision of this agreement, in exceptional circumstances, and/or where, in our reasonable opinion, there is a material risk to the health and safety of our staff, our customers or Intended Recipients, we may do one or more of the following, provided at all times our actions are reasonable in the circumstances:

- change how and when we collect, process or deliver any items;
- suspend or change any Products or services, including guaranteed or target delivery times and service levels;
- suspend or change the terms that apply to claims,

including the payment of refunds or compensation and the claims' timescales and processes; and/or

(d) change our prices to reflect the effect of the exceptional circumstances and/or the health and safety issues on our costs.

(each a change). We will publish information relating to any such change on our website as soon as practical and the change will take effect at the date specified.

## 4. Your obligations

4.1 You must pay us the charges in respect of each item posted under this agreement. All charges, rates and prices in this agreement exclude VAT unless otherwise stated. You must pay any VAT chargeable on these sums.

4.2 You must comply with all our requirements as set out in the scheme and in our customer literature, (available at Post Office® branches or from us on request) regarding addressing, labelling and packaging of Royal Mail Special Delivery Guaranteed by 9am items.

4.3 You must not post any package under this agreement which contains any item whose value is more than £2,500 or if the contents are a prohibited under the scheme. If you do post such items in breach of this clause, then you must indemnify us against all costs incurred and all claims made against us resulting from such a breach.

## 5. Liability and Compensation

5.1 In the event of loss of or damage to an item, our total liability under this agreement will be limited to the maximum amount of compensation paid for by you having regard to the weight of the item and the fee paid, or the market value of the item at the time the cause of action arises, which ever is the lesser sum, unless the posting does not comply with the provisions of this agreement and the scheme.

5.2 Apart from the above, neither we nor our officers, servants or agents will be liable to you or any other person for loss of or damage to any item dealt with by us under this agreement, or for any loss of or damage to the contents of any such item, or for any loss or damage arising from delay in collections, conveyance or delivery of any such item however any such loss or damage was caused and whether by any wrongful act, neglect or default committed by us, our officers, servants, or agents or otherwise.

5.3 Notwithstanding any other provision of this agreement but subject to clause 5.4, where we have made a change under clause 3.9, we will not consider claims (including for refunds or compensation and will have no liability to you for such claims), which relate to the change itself. For the avoidance of doubt this will not affect any claims that you may otherwise have under the agreement which do not arise directly from the change, for example for loss or damage to items..

5.4 Notwithstanding any other provision of this agreement, we accept unlimited responsibility for personal injury or death caused by our negligence, or for any losses which are caused by our fraud or fraudulent misrepresentation.

## 6. Guarantee

6.1 Subject to the provisions of clauses 3, 4 and 8, if we do not deliver an item or make a first attempt at delivery in accordance with clause 3.3 on the next working day that the item is due for delivery (as published by us from time to time) then we will refund to you the charge paid in respect of that item if you submit a claim in writing to us within fourteen days of the date of posting.

6.2 Delivery may be attempted on Saturdays at our discretion in the event that an item reaches the delivery office in time. We do not offer guaranteed delivery on Saturdays, or deliver on Sundays, Bank Holidays, Christmas Day, Boxing Day and New Year Day.

## 7. Application of the scheme

Unless inconsistent with the conditions of this agreement and insofar as they are not already incorporated into this agreement, the provisions of all relevant schemes relating to the inland post made under section 89 of the Postal Services Act 2000 will apply to all postings made under this agreement.

## 8. Matters beyond our reasonable control

If due to circumstances beyond our control, such as outbreak of war, any Government act or civil commotion, or to circumstances such as industrial strike, lock out, stoppage or restraint of labour whatsoever and whether any of the circumstances described in this clause are partial or general, either you or us is, for any period, unable to perform or refuses to perform, its obligations under this agreement, neither you nor we will incur any liability to the other for any loss or damage suffered by reason of such inability or refusal.

## 9. Claims

Any claims for compensation by you in respect of loss of or damages

to an item must be submitted to us in writing within 80 days of the date of posting the item. You must supply with any claim the original receipt, proof of value together with the damaged items and the wrappings and packaging if a claim is made for damage.

## **10. General**

- 10.1 The invalidity for any reason of any provision of this agreement will not prejudice or affect the validity or enforceability of the remainder.
- 10.2 This agreement will constitute the entire agreement between us and you in respect of the subject matter of this agreement and no prior negotiations, representations or agreements in relation to such a matter will have effect.
- 10.3 No delay, neglect or forbearance on the part of either party in forcing against the other any term or condition of this agreement will be deemed to waive or in any way prejudice any rights of that party under this agreement.
- 10.4 This agreement will be governed by and construed in accordance with the laws of England and Wales and subject to the jurisdiction of the courts of England and Wales.
- 10.5 Nothing in this agreement will confer on any third parties any benefit or right to enforce any terms of this agreement.
- 10.6 Except as set out in this agreement, and to the fullest extent permitted by law, all guarantees and terms and conditions relating to the Royal Mail Special Delivery Guaranteed by 9am service are excluded, including such guarantees, terms and conditions as would otherwise be implied under the Supply of Goods and Services Act 1982.