1. Definitions

1.1. Where the context so permits:

“Contract” means the contract between Royal Mail and the Retailer for the sale and purchase of Retail Products in accordance with these terms and conditions.

“Delivery Office” means a delivery office within Royal Mail’s network which serves a geographically defined area.

“EDI” means Electronic Data Interchange, a standardised way of exchanging messages;

“Postage Stamp Retail Products” means postage stamp products (both ordinary tariff and large letter tariff) including books of stamps and any stamp rolls or sheets of any denomination;

“Product” means a single product or a part of a single product ordered by the Retailer in accordance with clause 2.4 of these terms and conditions;

“Retailer” means a person who submits an order for Retail Products in order to sell Retail Products to members of the public or/and other businesses;

“Retailer’s Account” means the account maintained by Royal Mail for a Retailer who has an open account with Royal Mail;

“Retail Products” means an item listed in an Order or otherwise offered for sale to Retailers by Royal Mail;

“Retailer’s Sales Promotion” means a promotion, offer, discount or other deal where the Retailer can resell Retail Products (including off-sales of Retail Products) for a limited time period.

2. Price and Payment

2.1. The purchase price of Retail Products shall be Royal Mail’s standard prices for the relevant Retail Products in force at the time the Order is accepted, as set out on Royal Mail’s website at royalmail.com or retail.pricing.standardroyalmail.com.

2.2. The Retailer shall pay the purchase price of Retail Products to Royal Mail at the point of delivery. The Retailer agrees that the charges specified on the website are the prices charged for Retail Products and that there are no additional costs.

2.3. Payment may be made by the Retailer to such of the Retail Products under any Contract as Royal Mail sees fit.

3. Price and Payment

3.1. Each Retail Outlet from which a Retailer wishes to sell Retail Products will be allocated a unique customer identification number.

3.2. A Contract is formed each time an Order is accepted by Royal Mail. For the avoidance of doubt, acceptance of an Order shall take place on receipt by Royal Mail of payment in cleared funds for the Order, or on delivery of the Order for delivery, whichever is the earlier.

3.3. An Order shall be submitted by making a request to Royal Mail for Retail Products either on the website, by post, e-mail, EDI (to the addresses set out at clause 4.12 below) or, during Working Hours by telephone (between 8.30am and 5.30pm on working days). Royal Mail’s obligation to supply Retail Products to a Retailer is subject to Royal Mail’s standard charging policy and will be subject to the terms and conditions set out in these terms and conditions.

3.4. An Order for Retail Products may be cancelled by a Retailer at any time prior to the delivery date for the Order.

4. Credit Arrangements and Resale Conditions

4.1. A Retailer may at its own discretion authorise the Retailer to purchase Retail Products through a credit facility. A Retailer which applies for a credit facility with Royal Mail shall be charged a fee of £100 to cover the cost of Royal Mail’s administration.

4.2. Royal Mail reserves the right to refuse a credit facility to a Retailer who does not have a satisfactory credit rating. The following conditions will apply to purchases on credit:

(a) no Retailer may exceed the credit limit set by Royal Mail and ensure all Retail Products purchased are sold in accordance with these terms and conditions;

(b) no Retailer may use or purport to use a credit facility to purchase Retail Products until Royal Mail has agreed to the credit facility in writing;

(c) the terms on which credit is granted including but not limited to the credit limit of each Retailer may be varied by Royal Mail at any time;

(d) in order to maintain the credit facility, the Retailer must spend £5,000 or more on Retail Products during each Financial Year. Royal Mail shall review the amount the Retailer has spent on Retail Products at the end of each Financial Year. If the Retailer does not spend £5,000 on Retail Products within a Financial Year, Royal Mail shall review the amount the Retailer has spent on Retail Products at the end of each Financial Year. If the Retailer does not spend £5,000 on Retail Products within a Financial Year, Royal Mail will review the amount the Retailer has spent on Retail Products at the end of each Financial Year. If the Retailer has not spent £5,000 on Retail Products within a Financial Year, Royal Mail will review the amount the Retailer has spent on Retail Products at the end of each Financial Year. If the Retailer has not spent £5,000 on Retail Products within a Financial Year, Royal Mail reserves the right to reduce the credit facility by an amount which will be proportionate to the amount by which the Retailer failed to spend £5,000.

5. Title and Risk

5.1. The title to the Retail Products shall pass to the Retailer on completion of delivery.

5.2. Title to the Retail Products shall remain with Royal Mail and shall not pass to the Retailer until Royal Mail has received payment in full in cleared funds for the Order.

5.3. Until title to the Retail Products has passed to the Retailer, the Retailer shall:

(a) hold the Retail Products on a fiduciary basis as Royal Mail’s bailee;

(b) store the Retail Products separately from all other goods of the same or a similar nature held by the Retailer or such that they remain readily identifiable as Royal Mail’s property;

(c) not remove, deface or obscure any identifying mark or packaging or on relating to the Retail Products;

(d) maintain the Retail Products in a satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

(e) notify Royal Mail immediately if it becomes subject to any of the events listed at clause 10(c) and (d); and

(f) give Royal Mail such information and assistance as Royal Mail may require from time to time.

5.4. Subject to clause 1.2 and clause 6, the Retailer may sell Retail Products in the ordinary course of its business but such right of resale is automatically terminated in the event that the Retailer becomes subject to any of the events listed at clause 10(c) and (d) above.

5.5. If, before title to the Retail Products passes to the Retailer, the Retailer becomes subject to any of the events listed at clause 10(c) and (d) above, Royal Mail shall immediately sell the Retail Products at the best price reasonably obtainable and account for the proceeds of sale to Royal Mail.

5.6. If, before title to the Retail Products passes to the Retailer, the Retailer becomes subject to any of the events listed at clause 10(c) and (d) above, Royal Mail shall immediately sell the Retail Products at the best price reasonably obtainable and account for the proceeds of sale to Royal Mail.

6. Postage Stamp Retail Products

6.1. When an Order is received during Working Hours, the Postage Stamp Retail Products specified in that Order shall be despatched to the delivery address specified by the Retailer, not to a specific named addressee. Royal Mail will treat the Order as cancelled. If the Retailer cancels and has already paid, the Retailer will receive a refund of the purchase price of Retail Products in accordance with these terms and conditions;

6.2. Any physical cheques sent with Retail Products should be sent separately to Royal Mail and not as part of the retail order.

6.3. No Retailer may charge for a failed delivery where it attempts to make a delivery and the delivery is refused by the Retailer and/or Royal Mail considers that there is not safe access for its delivery personnel at the delivery location. Retailer may also make a charge for re-delivery where an initial attempt to make a delivery has failed, the stamps have been held at a Delivery Office and the customer has not collected them operated, franchised or managed by the Retailer, Royal Mail reserves the right to refuse to deliver and make charge for failed delivery.

7. Title and Risk

7.1. The title to the Retail Products shall pass to the Retailer on completion of delivery.

7.2. Title to the Retail Products shall remain with Royal Mail and shall not pass to the Retailer until Royal Mail has received payment in full in cleared funds for the Order.

8. Credit Arrangements and Resale Conditions

8.1. A Retailer may at its own discretion authorise the Retailer to purchase Retail Products through a credit facility. A Retailer which applies for a credit facility with Royal Mail shall be charged a fee of £100 to cover the cost of Royal Mail’s administration.

8.2. Royal Mail reserves the right to refuse a credit facility to a Retailer who does not have a satisfactory credit rating. The following conditions will apply to purchases on credit:

(a) no Retailer may exceed the credit limit set by Royal Mail and ensure all Retail Products purchased are sold in accordance with these terms and conditions;

(b) no Retailer may use or purport to use a credit facility to purchase Retail Products until Royal Mail has agreed to the credit facility in writing;

(c) the terms on which credit is granted including but not limited to the credit limit of each Retailer may be varied by Royal Mail at any time;

(d) in order to maintain the credit facility, the Retailer must spend £5,000 or more on Retail Products during each Financial Year. Royal Mail shall review the amount the Retailer has spent on Retail Products at the end of each Financial Year. If the Retailer does not spend £5,000 on Retail Products within a Financial Year, Royal Mail will review the amount the Retailer has spent on Retail Products at the end of each Financial Year. If the Retailer does not spend £5,000 on Retail Products within a Financial Year, Royal Mail reserves the right to reduce the credit facility by an amount which will be proportionate to the amount by which the Retailer failed to spend £5,000.

(e) If, before title to the Retail Products passes to the Retailer, the Retailer becomes subject to any of the events listed at clause 10(c) and (d) above, Royal Mail shall immediately sell the Retail Products at the best price reasonably obtainable and account for the proceeds of sale to Royal Mail.

(f) If, before title to the Retail Products passes to the Retailer, the Retailer becomes subject to any of the events listed at clause 10(c) and (d) above, Royal Mail shall immediately sell the Retail Products at the best price reasonably obtainable and account for the proceeds of sale to Royal Mail.

6.2. A Retailer must be authorised by Royal Mail to sell Retail Products. Retailer reserves the right to refuse an application for a credit facility from a Retailer who does not have a satisfactory credit rating.

6.3. In the case where a Retailer has no credit facility with Royal Mail for a Retailer whose credit facility has been withdrawn in accordance with clause 6.1.d., above may have their credit facility reinstated if subsequently they spend £5,000 or more on Retail Products in a Financial Year.

6.6. The Retailer will be notified in writing of the reasons for the rejection of their application for a credit facility.

6.7. A Retailer whose credit facility has been withdrawn in accordance with clause 6.1.d. above may have their credit facility reinstated if subsequently they spend £5,000 or more on Retail Products in a Financial Year.

6.8. A Retailer must, prior to granting authorisation and the Retailer entering into further agreement as necessary with Royal Mail, sell Retail Products through electronic sales channels.

6.9. A Retailer must, prior to granting authorisation and the Retailer entering into further agreement as necessary with Royal Mail, sell Retail Products through electronic sales channels.

6.10. A Retailer must, prior to granting authorisation and the Retailer entering into further agreement as necessary with Royal Mail, sell Retail Products through electronic sales channels.

6.11. A Retailer must, prior to granting authorisation and the Retailer entering into further agreement as necessary with Royal Mail, sell Retail Products through electronic sales channels.

6.12. A Retailer must, prior to granting authorisation and the Retailer entering into further agreement as necessary with Royal Mail, sell Retail Products through electronic sales channels.

6.13. A Retailer must, prior to granting authorisation and the Retailer entering into further agreement as necessary with Royal Mail, sell Retail Products through electronic sales channels.

6.14. A Retailer must, prior to granting authorisation and the Retailer entering into further agreement as necessary with Royal Mail, sell Retail Products through electronic sales channels.

6.15. A Retailer must, prior to granting authorisation and the Retailer entering into further agreement as necessary with Royal Mail, sell Retail Products through electronic sales channels.
8.1 Where the Retailer is not satisfied with the delivery they receive from Royal Mail because:
(a) the Retail Products are not of satisfactory quality or are damaged;
(b) the delivery contains more than the quantity of Retail Products originally ordered by the Retailer;
(c) the delivery contains less than the quantity of Retail Products originally ordered by the Retailer; or
(d) the delivery does not contain the correct Retail Products originally ordered by the Retailer the Retailer shall notify Royal Mail of the same in writing or by e-mail (using the contact details set out at clause 14.9) within 7 days of receipt of delivery (30 days in the case of palletised deliveries) and;
(e) in the case of clauses 8.1.a, 8.1.b and 8.1.d above, provided that the Retailer returns the Retail Products at its own cost to Royal Mail by Special Delivery Next Day (or an alternative return delivery service at Royal Mail’s request) within 14 days of receipt of delivery (30 days in the case of palletised deliveries) along with proof of purchase, Royal Mail shall at its option either refund or replace the unsatisfactory or incorrect Retail Products (except in the case of clause 8.1.b) and refund the Retailer the return delivery service charge; or
(f) in the case of clause 8.1.c above, Royal Mail shall deliver to the Retailer the additional Retail Products missing from the original delivery.

8.2 If a Retailer returns any Retail Product to Royal Mail, the accompanying paperwork must include a Returns Material Authority (RMA) code, which can be obtained from the Royal Mail Retail team (using the contact details set out at clause 14.9). If the RMA code is not included, this may delay payment of any refund due.

8.3 If the Retailer fails to notify Royal Mail of issues with delivery in accordance with clause 8.1 it shall be deemed to have accepted the Retail Products.

8.4 The Retailer shall notify Royal Mail in writing or by e-mail (using the contact details set out at clause 14.9) within 14 days of placing an Order for Retail Products if it fails to receive delivery of that Order and shall submit to Royal Mail evidence that the Order was placed together with evidence of payment for such Order. Royal Mail reserves the right to refuse to replace Orders not claimed within this 14 day period.

8.5 If any Retail Products returned in accordance with clause 8.1 fail to reach Royal Mail, the Retailer will be required to show suitable proof of despatch before the Retail Products are exchanged or refunded.

8.6 Royal Mail is not obliged to re-purchase Retail Products from Retailers.

9. Intellectual Property
9.1 The Retailer shall have no right to use any Royal Mail Intellectual Property without first obtaining Royal Mail’s permission in writing, except to the extent that it is incorporated into the authorised point of sale materials provided to the Retailer by Royal Mail, on request, for display at the Retail Outlet. Any goodwill arising from the Retailer’s use of Royal Mail Intellectual Property will automatically accrue to Royal Mail and the Retailer must, at its own expense, sign a confirmatory assignment of such goodwill if Royal Mail requests the Retailer to do so.

9.2 The Retailer shall have no right to use any Royal Mail Intellectual Property without first obtaining Royal Mail’s permission in writing, except to the extent that it is incorporated into the authorised point of sale materials provided to the Retailer by Royal Mail, on request, for display at its Retail Outlet. Any goodwill arising from the Retailer’s use of Royal Mail Intellectual Property will automatically accrue to Royal Mail and the Retailer must, at its own expense, sign a confirmatory assignment of such goodwill if Royal Mail requests the Retailer to do so.
10. Cancellation of Orders

10.1 If the Retailer:

(a) commits a material breach of any of these terms and conditions and, where Royal Mail considers that such breach is remissible, fails to remedy the same within 21 days of being required by Royal Mail to do so;

(b) engages in any conduct which is in Royal Mail’s opinion prejudicial to the reputation or goodwill of Royal Mail or the Cruciform;

(c) becomes or is deemed to be insolvent or is unable to pay its debts (within the meaning of the Insolvency Act 1986) or a petition is presented or meeting convened or resolution passed for the purpose of winding up the Retailer, or the Retailer enters into liquidation whether compulsorily or voluntarily, or compounds with its creditors generally or has a receiver, administrator or administrative receiver appointed over all or any part of its assets or any proposal is made for a company voluntary arrangement in respect of the Retailer or the Retailer threatens to take or takes or suffers any similar action in consequence of debt or insolvency in any jurisdiction or Royal Mail believes that the Retailer is about to become subject to any of the state of affairs listed in this clause 10(c), then, without limiting any other right or remedy available to Royal Mail, Royal Mail may cancel or suspend all further deliveries under the Contract or under any other contract between the Retailer and Royal Mail without incurring any liability to the Retailer, and all outstanding sums in respect of the Retail Products delivered to the Retailer shall become immediately due.

11 Liability

11.1 Nothing in these terms and conditions shall limit or exclude Royal Mail’s liability for:

(a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

(b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or

(d) defective products under the Consumer Protection Act 1987.

11.2 Subject to clause 11.4, Royal Mail excludes to the fullest extent permissible by law, all liability and responsibility for all aspects of the credit card/financial transaction in relation to the Retailer’s purchase of Retail Products, except where Royal Mail has been negligent;

(b) Royal Mail shall not be liable for breach of these terms and conditions as a direct result of industrial disruption or other events beyond its control (clause 12);

(c) Royal Mail shall not, to the fullest extent permissible by law, be liable for any loss of whatever nature, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profit, or any consequential loss, in each case whether direct or indirect which arises under or in connection with the Contract;

(d) Royal Mail’s total liability to the Retailer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall be limited to either the price payable by the Retailer under the Contract or £10,000, whichever is the lower; and

(e) Royal Mail shall not be liable for any delay in delivering the Retail Products.

12 Anti-Bribery

12.1 Both the Retailer and Royal Mail (“the Parties”) warrant that:

(a) neither party has done, and in performing their respective obligations under these terms, will not do, any act or thing that contravenes the Bribery Act 2010 or any other applicable anti-bribery or anti-money laundering laws and/or regulations; and

(b) they will comply with, and will procure that any individuals involved in performing their obligations under these terms on their behalf will comply with the requirements of the Bribery Act 2010.

12.2 Matters beyond Royal Mail’s reasonable control

12.2.1 Sometimes Royal Mail may not be able to provide the Retail Products because of something beyond its reasonable control (such as war, acts of terrorism, extreme weather conditions, earthquakes, fire, floods, traffic congestion, mechanical breakdown (including of machinery, equipment, and vehicles), any public or private road being blocked, or industrial action and the outcomes of it if this prevents Royal Mail from providing its usual Retail Products).

12.2.2 If this happens, Royal Mail will not be responsible to the Retailer. However, Royal Mail will try to notify the Retailer promptly about any event which affects how it provides the Retail Products.

14. General

14.1 Royal Mail may vary the terms and conditions of a Contract at any time upon giving the Retailer not less than one (1) month’s written notice, other than where Royal Mail reasonably believes that a variation is not significant or would be beneficial to the Retailer in which case Royal Mail may vary the terms and conditions of a Contract with immediate effect and shall notify the Retailer within one (1) month of such variation. Royal Mail may need to make changes to prices or terms and conditions for reasons which are outside its control, or for legal or regulatory reasons. If Royal Mail need to make changes for such reasons it will let the Retailer know, but it will not be required to meet the timescales in this clause 14.1.

14.2 Royal Mail may transfer its rights and duties under the Contract or arrange for any other person to carry out its rights and duties under the Contract. The Retailer shall not transfer any of its rights or duties under the Contract without the prior written consent of Royal Mail. Where Royal Mail consents to the Retailer transferring its rights or duties in accordance with this clause 14.2, the Retailer shall be responsible to Royal Mail for any action that the assignee takes.

14.3 If any provision or part-provision of the Contract is, or becomes, invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 14.3 shall not affect the validity and enforceability of the rest of the Contract.

14.4 A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

14.5 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

14.6 A person who is not involved in this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of it.

14.7 These terms and conditions constitute the entire agreement between the parties and supersede and extinguish all previous drafts, agreements, arrangements and understandings between them, written or oral, relating to its subject matter.

14.8 This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of England and Wales and Royal Mail and the Retailer submit to the exclusive jurisdiction of the Courts of England and Wales.

14.9 To be effective, notices and complaints must be sent in writing and addressed to Royal Mail Retail, PO Box 1373, SUNDERLAND, SR5 9GS, or sent by e-mail to retail@royalmail.com. All stamps being returned must be sent to Retail Returns, Royal Mail, Talents House, 21 South Gyle Crescent, EDINBURGH, EH12 9PB. General enquiries and Orders can also be made by telephone by calling Royal Mail on 08457 640 640.*

Terms & Conditions – We have reviewed the Terms and Conditions for Sale of Retail Products to Retailers.

Please ensure you familiarise yourself with the new terms before ordering, although we would particularly like to draw your attention to the changes to the following clause:

2.8 – A new clause on providing proof to Royal Mail that the purchaser is a retailer.

Please be aware that we may make further changes to the Terms and Conditions from time to time and when you place an order with us, that order will be subject to the latest version of the Terms and Conditions currently in place as set out on our website at royalmail.com/retailer