



## **Royal Mail Specific Terms for Parcel Collect (Personal Customers)**

### **Who this Agreement applies to**

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

### **1. Definitions**

The capitalised terms as listed below have the following meanings in this Agreement:

<b>Agreement</b>	has the meaning given to that term in clause 2.1
<b>Bank Holiday</b>	any public or bank holiday in any part of the UK or Northern Ireland
<b>Booking</b>	to schedule a Collection using Click & Drop <sup>TM</sup>
<b>Charges</b>	the charges which apply to the Products, as set out at clause 8
<b>Collection Point</b>	the address specified by you where we (or our agent acting on our behalf) collect the Item from you
<b>Collection</b>	the act of Royal Mail collecting an Item from you
<b>Collection Notification</b>	the certificate of collection which we will provide to you online as part of the completion of your online journey with us when sending a product using <a href="https://parcel.royalmail.com/">https://parcel.royalmail.com/</a>
<b>Data Protection Legislation</b>	means the Data Protection Act 2018 and Regulation (EU) 2016/679 of the European Parliament And Of The Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
<b>Day</b>	a calendar day, being a period of 24 hours running from midnight to midnight
<b>Estimated Collection Window</b>	a notification received through <a href="http://www.royalmail.com/mycollection">www.royalmail.com/mycollection</a> of the estimated time slot when the Item will be collected
<b>Handover</b>	the time at which we (or our agent acting on our behalf) accept the handover by you of your Item at a Collection Point
<b>Intended Recipient</b>	the person an Item is addressed to
<b>Item(s)</b>	mail in any format which you give to us, to handle and deliver under the terms of this Agreement

<b>Latest Acceptance Time</b>	the latest time in a Working Day that we will accept the Handover of an Item on the basis that such Item will on that same Working Day be collected by us from that Collection Point and inserted into our network for delivery
<b>Law</b>	any applicable law, statute, by law, regulation, order, regulatory policy (including any requirement or notice of any regulatory body), guidance or industry code of practice, rule of court or directives, delegated or subordinate legislation in force from time to time
<b>Nominated Location</b>	as defined in clause 4.1
<b>Personal Data</b>	has the meaning given in the Data Protection Legislation
<b>Postage Label</b>	the postage label which we send to you as part of the completion of your online journey with us when sending the product at <a href="https://parcel.royalmail.com/">https://parcel.royalmail.com/</a>
<b>Postage Mark</b>	a Royal Mail postage mark
<b>Posting</b>	a consignment of your Items prepared in line with this Agreement
<b>Process</b>	has the meaning given in the Data Protection Legislation
<b>Prohibited Materials</b>	the materials listed on <a href="http://www.royalmail.com/prohibitedgoods">www.royalmail.com/prohibitedgoods</a> and those materials defined as dangerous or hazardous by the regulatory bodies governing transport by road, rail, sea or air in any legislation, regulations or guidelines which are unlawful to be carried
<b>Regulator</b>	Ofcom, or the organisation that may take over its duties
<b>Restricted Materials</b>	the materials listed on <a href="http://www.royalmail.com/prohibitedgoods">www.royalmail.com/prohibitedgoods</a>
<b>Sanctions Laws</b>	all laws, regulations and orders imposing sanctions (including trade restrictions and economic sanctions) on countries, individuals or entities
<b>Working Day</b>	Monday to Saturday excluding any Bank Holiday
<b>Writing or written</b>	includes communication by email

## 2. Introduction

2.1 Our agreement (**Agreement**) with you is made up of:

2.1.1 our general terms and conditions;

2.1.2 these specific terms and conditions;

2.1.3 the Click & Drop <sup>TM</sup> terms and conditions for personal customers; and

2.1.4 any other additional obligations or requirements (applicable to either us or you) which are communicated to you as part of the completion of your online journey with us when sending any products at <https://www.royalmail.com/sending>,

which together explain our duties to each other and makes up the full understanding between us in relation to the use by you and the provision by us of the products (as defined below at clause 2.2).

2.2 This Agreement applies to the following outbound products (**the “Products”**) where postage is purchased through Click & Drop <sup>TM</sup> with a trackable barcode:

2.2.1 1<sup>st</sup> class;

2.2.2 2<sup>nd</sup> class;

2.2.3 1<sup>st</sup> class signed for;

2.2.4 2<sup>nd</sup> class signed for;

2.2.5 Tracked 24 non-account;

2.2.6 Tracked 48 non-account;

2.2.7 Special Delivery Guaranteed by 1pm

2.2.8 International Standard

2.2.9 International Economy

2.2.10 International Tracked;

2.2.11 International Signed; and

2.2.12 International Tracked & Signed.

You can find more information about these Products at: [www.royalmail.com](http://www.royalmail.com)

**PLEASE NOTE:** clause 14 sets out important terms about our liability to you in relation to your use and our provision of the Products. Please read clause 14 carefully.

2.3 Unless otherwise specified, a reference to a statutory provision or to a URL is a reference to that provision or URL as amended from time to time (whether before or after the start of this Agreement).

## 3. Collection

3.1 Collections must be booked via the Click & Drop <sup>TM</sup> online <https://parcel.royalmail.com/>. You must accept all the terms and conditions of the Agreement as per clause 2.1.

3.2 You can make a Booking up to 5 days in advance. You can select the day for Collection.

3.3 We will only collect Items on Working Days.

3.4 Where possible, we will provide you with confirmation of a collection window after the Booking is made. This will either be 2, 3 or 4 hour slot.

3.5 Our duty is to collect Items from the Collection Point only, unless we have agreed to collect from a Nominated Location as per clause 4.1.

- 3.6 You are only permitted to book a maximum of five (5) Items to be collected per one Working Day and per Collection Point.
- 3.7 The limit of the weight and capacity of your Item will depend upon the Product. Please refer to Click & Drop™ online <https://parcel.royalmail.com/>. You are responsible for ensuring that the weight and capacity does not exceed the maximum values.
- 3.8 In the event of a failure by us to collect the Item from the Collection Point, you will only be able to claim a refund for the Collection fee and not the postage.
- 3.9 If we attempt to collect the Item from the Collection Point but are unable to do so because there is; no answer, Item not available, Item too large/heavy, Item poorly packaged) you will not be entitled to a refund.
- 3.10 If we fail to collect the Item at the intended time for collection or if you cancel the Handover by providing 24 hours notice of cancellation, then you will be entitled to a refund. In addition, you will be able to rebook a failed collection for free.
- 3.11 In instances where an item is collected after our Latest Acceptance Time, that item will not enter into our delivery network until the day after Collection and the expected delivery date to the Intended Recipient will be the day after the original intended date of delivery. We will not be liable for this delay.
- 3.12 Please note that the services covered by this Agreement may be unavailable from time to time, therefore we recommend that you access <http://www.royalmail.com/collection> regularly in order to check availability and also to ensure that you are aware of any updates and amendments made to such services.

#### **4. Nominated Location**

- 4.1 Subject to the terms of this Agreement and in particular clause 4.2, you may request that we collect your Item from a nominated location which must meet the following requirements (**Nominated Location**):
- 4.1.1 the location must be a specific secure area in or around the property of the Collection Point (it will not be sufficient if you simply state 'a safe place' or something similar)
- AND**
- 4.1.2 the location **must not** be any of the following:
- (a) dangerous to access;
  - (b) clearly insecure; or
  - (c) exposed to bad weather,
- NOTE:** we will decide in our absolute discretion whether any of the scenarios detailed in (a) to (c) (as stated above) applies, if we deem that any of those scenarios do apply, then we will not collect the Item.
- 4.2 We will only collect Items from the Nominated Location if:
- 4.2.1 we have already attempted to collect from the Collection Point first; and
  - 4.2.2 you have clearly specified the Nominated Location and such location meets the requirements set out in clause 4.1.
- 4.3 You confirm that you have obtained the Intended Recipient's express consent for the Item to be collected from the Nominated Location option before applying any Nominated Location

instruction to the Item (and such consent shall allow us to take a picture of the Item collected in the Nominated Location).

- 4.4 If we have agreed to provide you with the Nominated Location option, unless and until an Item has been collected from the Nominated Location, we will not be liable for any loss or damage to an Item or its contents.

## **5. Acceptance & Our discretion to refuse Items for Collection and delivery**

- 5.1 We reserve the right to refuse an Item for collection and delivering if:

- 5.1.1 any of the information you have provided relating to that Item is incorrect;
- 5.1.2 you have cancelled the order of the Postage Label on the Item;
- 5.1.3 the Postage Label on the Item is a duplicate of a Postage Label that has already been used on another Item;
- 5.1.4 the Postage Label on the Item is obscured, defaced, incomplete or otherwise unreadable or invalid; or
- 5.1.5 you do not present the requisite documentation and/or information as indicated as part of the completion of your online journey with us when ordering the Products at <https://parcel.royalmail.com/>

- 5.2 Our liability to you in respect of any loss or damage to your Item will commence only if and when we (or our agent acting on our behalf) accept Handover of your Item at the relevant Collection Point. This acceptance will be subject to, amongst other things, the conditions as set out in clause 7.2 and confirmation by us (or our agent acting on our behalf) at the Collection Point that the Item meets the terms of this Agreement in all other respects. However, it is always your responsibility (and not ours) to ensure that the documentation meets the requirements of this Agreement and relevant Law.

## **6. Delivering your Items**

- 6.1 We will aim but do not guarantee to deliver your Item in line with the delivery aims of each individual Product as listed in clause 2.2 as updated on our website from time to time; [www.royalmail.com](http://www.royalmail.com)

- 6.2 We only collect the Products within the United Kingdom.

### **Estimated Collection Window**

- 6.3 If we provide you with our Estimated Collection Window feature then:

- 6.3.1 we will make this available for your viewing at [www.royalmail.com/mycollection](http://www.royalmail.com/mycollection)
- 6.3.2 such Estimated Collection Window information is provided only as an aim not a guarantee; and
- 6.3.3 we will not be responsible, or have any liability to you, for the accuracy or content of any information which we provide under or in connection with our Estimated Collection Window feature.

### **Changes to this Agreement**

- 6.4 We reserve the right to amend this Agreement at any time for any reason in which we case we will publish such revised Agreement on our website at <http://www.royalmail.com/>

## **7. Your duties and your responsibilities**

### **General**

7.1 You agree to:

7.1.1 carry out your duties under this Agreement; and

7.1.2 when carrying out your duties under this Agreement, comply with all applicable Laws (including, without limitation, all applicable anti-corruption, anti-slavery and anti-bribery Laws).

### **Postage Labels**

7.2 You are responsible for attaching the Postage Label and ensuring that the information relating to the Postage Label is correct. If any information on a Postage Label is incorrect and the cause or origin of such incorrect information is you then, to the maximum extent permitted by law:

7.2.1 we will not be liable to you in any way for any consequences that follow due to such incorrect information;

7.2.2 you will be fully liable to us for any losses which we may suffer as a consequence of such incorrect information; and

7.2.3 we may at our sole discretion elect to apply any of our legal rights (including, but not limited to any rights arising under clause 14).

7.3 You must only print or attach a Postage Label on or to an Item so that the Postage Mark is clearly presented and readable by us and our postage machine reading systems. If you fail to do this then the Item may not be collected or delivered, it may be delayed and/or we may not be able to provide tracking and status information in relation to that Item.

### **Hardware**

7.4 To avoid doubt, we are not responsible for the functionality or performance of the hardware, software (other than our Royal Mail website) and systems you use to use the Products and we will not supply, maintain or support such hardware, software or systems. In particular, we are not responsible for the quality of reproduction of a Postage Label, address or logo on an Item to the extent that the quality is affected by your hardware, software or systems.

## **8. Charges**

8.1 You will be told of the Charges that apply to the Item you send as part of the completion of your online journey with us when ordering the Products at <https://parcel.royalmail.com/>

8.2 All payments (if applicable) need to be made before we accept Handover.

8.3 You will be charged Value Added Tax (VAT) in addition to the Charges.

## **9. Contents of Items**

### **No offensive, indecent, threatening or illegal content**

9.1 You must ensure that the contents of any Items are not offensive, indecent or threatening and that they meet all relevant Laws.

9.2 We will bear no responsibility or liability to you (including for any delays or failure to collect) if you fail to comply with clause 9.1.

### **Restricted and Prohibited Materials and Sanctions Laws**

9.3 You may not send any Restricted Materials. The list of Restricted Materials is set out at [www.royalmail.com/prohibitedgoods](http://www.royalmail.com/prohibitedgoods). You must comply with those restrictions and requirements.

- 9.4 You may not send any Prohibited Materials using the Products. The list of Prohibited Materials is set out at [www.royalmail.com/prohibitedgoods](http://www.royalmail.com/prohibitedgoods). You must comply with those restrictions and requirements. You may be liable to prosecution and other legal remedies if you do not comply with these restrictions and requirements.
- 9.5 You must make sure that any Items you wish us to handle and deliver are not prohibited under applicable Sanctions Laws. Information about sanctions can be found on our website at [www.royalmail.com/international-sanctions](http://www.royalmail.com/international-sanctions). If your Items need a licence under applicable Sanctions Laws it is your responsibility to obtain it and (if we ask for it) you must provide us with acceptable evidence that you have it.
- 9.6 If we have reasonable suspicion that an Item contains Prohibited Materials, Restricted Materials which do not comply with this Agreement or does not comply with Sanctions Laws we may:
- 9.6.1 open that Item or delay processing and delivery; and/or
  - 9.6.2 deal with such Item in our absolute discretion (without incurring any liability whatsoever to you or your Intended Recipient) including destroying or otherwise disposing of such Item in whole or in part, or returning the relevant Item to you.
- 9.7 We may, acting reasonably, add or remove items to/from the list of Prohibited Materials and/or Restricted Materials (and vary any applicable restrictions) without notice, but will endeavour to make such additions, deletions or variations available on our website.
- 9.8 We will bear no responsibility (including for any delays in delivery) in the event that you fail to comply with clause 9.3 to 9.7.
- 9.9 You will indemnify and keep indemnified us, our employees, sub-contractors and agents against any loss or damage suffered or liability incurred (i.e. you will be liable to us for all costs we, our employees, sub-contractors and/or agents incur) as a result of a you posting any Item in breach of paragraphs 9.3 to 9.7.

#### **Scam Mail**

- 9.10 You must not send Items which 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 is intended to deceive the recipient into parting with money or other assets. For the avoidance of doubt and notwithstanding anything else herein, 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.
- 9.11 In addition to our rights set out in paragraph 9.10, 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.

## **10. Tracking Your Items**

### **Tracking and status information provided**

- 10.1 The tracking and status information which we provide in relation to the Products belongs to us and is provided solely for the purpose of tracking your Item. You may find this status information at <https://www.royalmail.com/track-your-item#/>

### **Disclaimer**

- 10.2 We will use reasonable endeavours to provide this tracking and status information, but sometimes we may not be able to provide this information (and if we are unable to provide this information then we will not owe you any liability as a result). We will not be responsible or have any liability to you, for accuracy of any tracking or status information (and, to avoid doubt, if the tracking or status information is incorrect in any way then we will not make any compensation payment to you or anyone else (including the Intended Recipient)). We will only be able to provide this service if the information which you provide to us upon Handover is complete and accurate. We may withdraw this service at any time for any reason.

## **11. Your information**

- 11.1 Consistent with the guidance from the Information Commissioner's Office 'Data controllers and data processors: what the difference is and what the governance implications are', we are Data Controller of the Personal Data we Process in providing the Products to you.
- 11.2 Where you supply Personal Data to us so we can provide the Products to you, and we Process that Personal Data in the course of providing the Products to you, you and we will comply with our obligations imposed by the Data Protection Legislation. Further information about how we use Personal Data is set out in our Privacy Policy at <http://www.royalmail.com/privacy-policy>.
- 11.3 From time to time we may be obliged by our Regulator to provide it with certain information about you, including your name and address.

## **12. Matters beyond our reasonable control**

- 12.1 Sometimes we may not be able to provide the Products because of something beyond our 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, any act of government, or industrial action (including by our workforce)).
- 12.2 If any of the events described in clause 12.1 happen, we will not be liable at all to you for any breach of this Agreement. However, we will try to continue to carry out our duties without having to run up any extra costs.

## **13. Our responsibility to you**

- 13.1 Our liability to you is only as expressly set out in this clause 13 and wherever else expressly stated in this Agreement.
- 13.2 You must make a claim for loss or damage in writing, as soon as possible after the incident and in any case within 80 Days of the date we accepted the relevant Item providing satisfactory proof that you posted it and we received it (and we will accept a Collection Notification or email receipt which you have received after we have collected your Item from the Collection Point as 'satisfactory proof' – as well as any other forms of satisfactory proof). We will not accept responsibility for claims made after this time. To claim for the postage part of your purchase, please refer to the product specific terms at [www.royalmail.com](http://www.royalmail.com)



- 13.3 Our liability to you will be as per the specific terms relating to the Product. Further details on compensation can be found in our general terms and conditions; <https://www.royalmail.com/terms-and-conditions>
- 13.4 We will have no liability (including for refusing to collect, accept, process or deliver Items) in respect of any Items which do not comply with this Agreement or where you have not complied with your obligations under this Agreement.
- 13.5 We will not pay you compensation if we collect outside of the Estimated Collection Window.
- 13.6 We will not be responsible to you in any circumstances for:
- 13.6.1 loss of profit, loss of business, loss of goodwill or loss of business opportunity;
  - 13.6.2 any type of special or indirect loss; or
  - 13.6.3 any loss as a result of something else happening, as a consequence of the loss, damage or delay to your Item.
- 13.7 We will make any compensation payments within 30 Days of the date when we agree your claim is valid.
- 13.8 Notwithstanding any other provision of this Agreement, we accept unlimited liability for personal injury or death caused by something we have done or failed to do (including negligence) or for any losses which are caused by our fraud or fraudulent misrepresentation.

**14. If you fail to carry out your duties or you breach this Agreement**

It is very important that you read this clause carefully as it sets out our rights which we will have if you breach any term of this Agreement.

- 14.1 If we find that you have not carried out any of your duties or you have breached any term of this Agreement (including, but not limited to you giving us the wrong details about the Posting or you breaching any of your obligations relating to Postage Labels as set out in clauses 7.2 -7.3), we may contact you or your agent to decide what action we will take. We may, in addition, take any of the following actions (acting under our absolute discretion):
- 14.1.1 hold the Items for a period of up to 14 Days until you give us complete and accurate documentation and you pay any outstanding sums due from you to us, following such 14 Day period we may deal with the Items in our absolute discretion;
  - 14.1.2 if you have breached any of your obligations relating to Postage Labels as set out in clause 7.2-7.3, hold the Items for a period of up to 14 Days until the Intended Recipient pays any outstanding sums due from you to us, following such 14 Day period we may deal with the Items in our absolute discretion;
  - 14.1.3 rework the Items or return the Items to you for you to rework at your own cost (in each case we may charge you extra amounts to cover our costs) or requiring you to collect them and rework them at your own cost. If we try to return your Items to you in accordance with this clause 14.1.3 and you or your agent refuses to accept any return of the Items and/or collect them as required, we may hold the Items for upto eighteen (18) Days, following which we may deal with the Items in our absolute discretion;
  - 14.1.4 process your Posting in full at a later date than the Day of the Handover;
  - 14.1.5 charge you for any operational and administrative costs, expenses, claims, or any other costs incurred by us as a result of your non-compliance with this Agreement;

- 14.1.6 refuse to process or deliver the Posting;
- 14.1.7 impose additional restrictions on you including, but not limited to restricting the locations that we will receive your Items; and/or
- 14.1.8 refuse to accept any further collections of an item from you

### **General**

- 14.2 A person who is not involved in this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of it including but not limited to the Intended Recipient.
- 14.3 If any court with the correct authority finds any term of the Agreement, including any term relating to any exclusion of liability, to be invalid, illegal or unenforceable, this will not affect the other terms of this Agreement.
- 14.4 This Agreement is governed by the Laws of England.
- 14.5 If either of us does not use our rights against the other immediately, we can still do so later. If either of us waives a breach of this Agreement by the other, that waiver is limited to that particular breach.

### **Complaints**

We take any complaint very seriously, and we have procedures in place which will allow us to handle any complaint fairly and quickly. If you want to make a complaint, you can write to us at the relevant address on [www.royalmail.com](http://www.royalmail.com)

### **Transferring this Agreement**

- 14.6 We may transfer our rights and duties under this Agreement or arrange for any other person to carry out our rights and duties under this Agreement.
- 14.7 You must not transfer any of your rights or duties under this Agreement, however, you can use another person to carry out any of your duties (as your agent or otherwise) as long as you notify us first. You will be responsible to us for any action that person takes. You must make sure your agents, representatives and subcontractors keep to the terms of this Agreement.