



## Royal Mail Customer Collections and Floor Fees terms and conditions

### 1. Definitions

The words defined in the form, and those set out below, will have the meanings ascribed to them below:

<b>Applicable Payment Channel</b>	payments made through an Online Business Account or franking (excluding any stamp purchases).
<b>Collection Point</b>	the location(s) you tell us in the form at which you want us to collect your mail
<b>Collection Time</b>	the time we tell you we will collect your mail
<b>Data</b>	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 this agreement
<b>Floor Fees</b>	means the service described at paragraph 2 of Appendix A
<b>Free Period</b>	as defined in clause 2.5.2 of this agreement.
<b>Peak Period(s)</b>	November; December; and any other periods which we notify to you.
<b>Qualifying Postal Services</b>	Royal Mail First Class; Royal Mail Second Class; Royal Mail 24; Royal Mail 48; Tracked 24; Tracked 48; Special Delivery Guaranteed by 9am; Special Delivery Guaranteed by 1pm; Royal Mail Signed For; Royal Mail Advertising Mail; Sustainable Advertising Mail;

	Royal Mail Business Mail;
	Royal Mail Publishing Mail;
	International Standard;
	International Economy;
	International Tracked & Signed;
	International Tracked; and
	International Signed.
<b>Required Amount</b>	£16,500 (excluding VAT)
<b>We or Us</b>	Royal Mail Group Limited
<b>You or Your</b>	you the customer

## **2. Providing the services**

- 2.1 We will provide you with the service between Monday and Friday, except on public and bank holidays. We may also agree with you in writing to provide the services on Saturdays.
- 2.2 We aim to collect each posting from the Collection Point within 10 minutes of the Collection Time. In relation to this:
- 2.2.1 we will tell you what your set Collection Time is in writing. We will try to meet your request but it may be 15 minutes either side of what you asked for;
- 2.2.2 you must make the mail you would like us to collect available at least 10 minutes before the set Collection Time; and
- 2.2.3 Floor Fees will apply where our staff need to ascend or descend away from your area of the address occupied by you to which we would ordinarily make deliveries for you. If there is any doubt about this, we will tell you where it is, but it will normally be the point nearest to, if not on, the ground floor.
- 2.3 Peak Period collections:
- 2.3.1 We may need to change your Collection Time on specific days over Peak Periods and will notify you in advance if this is required.
- 2.3.2 We may ask you to confirm your requirement for collections on specific days over Peak Periods, and customers who do not do so will not be entitled to any refund of charges under clause 5.1 if we fail to make a collection on these days.
- 2.4 We do not have to provide you with the service if you do not keep to the agreement(s) you

have with us or any other reasonable terms we tell you about. Neither do we have to provide you with the service if we consider it unsafe or impractical for us to do so.

- 2.5 If you have spent at least the Required Amount, on Qualifying Postal Services through any Applicable Payment Channel (excluding single collections) from any one Collection Point, during the 12 month period prior to the date your application is approved, you may apply to receive one free customer collection from that Collection Point per day (a "Free Collection").
- 2.5.1 Each application for a Free Collection, from a Collection Point, must be supported by evidence that you have met the provisions of this clause 2.5 in respect of the relevant Collection Point during the previous 12 months.
- 2.5.2 If you are successful in your application:
- (a) you will receive one Free Collection per day from the relevant Collection Point for 12 months from the date on which your application is approved (your **Free Period**); and
  - (b) you may apply for a pro-rata refund of the collection fees that you have paid under this agreement during the period you were entitled to a Free Collection pursuant to the terms of clause 2.5 (up to a maximum of 12 months). No other refund is payable to you
- 2.5.3 If you are successful in your application, but you wish to receive more than one customer collection from the relevant Collection Point each day, you must pay us for any other customer collection(s) you request at our then current rates.
- 2.5.4 We may, on or prior to the expiry of your Free Period, review your spend with us to establish whether or not you continue to meet the qualification criteria described above. If you do, we will automatically extend your Free Period for a further 12 months. If you do not, you must pay us for all customer collection(s) that take place following the expiry of your Free Period at our then current rates.
- 2.5.5 We may at any time during your Free Period review your spend for the previous 12 months to establish whether or not you met the qualification criteria for a Free Collection. Where you have not met the qualification criteria but have been receiving a Free Collection we may retrospectively charge you for the collection fee.
- 2.5.6 Nothing in this clause 2.5 will prevent you from making an application for Free Collections in relation to any other Collection Point(s), provided that the individual Collection Point(s) meet(s) the qualification criteria

described above.

- 2.5.7 Subject to the remainder of this agreement, Floor Fees and all relevant terms and conditions will continue to apply.
- 2.6 These terms also apply where we have agreed that your private posting box is your Collection Point, except for clauses 2.5, 3.3, 3.4, 3.5, 3.7 – 3.9 (inclusive) and 4.2.

### **3. Your duties**

- 3.1 You agree to carry out your duties under this agreement and agree to keep to the terms of the postal services you use.
- 3.2 You must allow us and each of our employees, contractors, representatives and agents to enter your premises safely in order to provide the services, and you agree to pay us for any costs (including legal costs) expenses, claims, losses, damages and awards we have to pay because you have not done this.
- 3.3 If you are posting more than (i) 4000 letters; or (ii) 1000 large letters and/or parcels; or (iii) more than 5000 items in any one collection, you must tell us in writing the actual number of items for that collection at least 24 hours before you want us to collect that posting.
- 3.4 If you fail to inform us in line with clause 3.3 we may not collect or process your posting in full on the day of collection, although we will try to do so. If we cannot collect or process your posting, we will amend the documentation that you gave us with that posting to reflect the new date of posting.
- 3.5 If we provide you with Free Collections you must tell us in writing at least 24 hours' before a particular Collection Time if you do not need that collection, otherwise you may be charged for the collection at the full price as though a collection had been made.
- 3.6 You must tell us immediately if any of the information you gave us in the application form has changed or will change.
- 3.7 You must make each posting available for us to collect from the Collection Point at the Collection Time, as set out in clause 2.2. You must make sure that access barcodes are clearly visible to our staff for swiping at the time of collection.
- 3.8 We may make a collection not otherwise provided for by this agreement (relief collection) at any time when your premises are open, and we will try to tell you before we make such a collection. We will not charge you if we decide to make a relief collection. We will charge you, at the single collection rate, if you ask us to make a

relief collection. Details of charges can be found at [www.royalmail.com](http://www.royalmail.com)

- 3.9 You may let other organisations located within the same building deposit their mail at your Collection Point and we will make a shared collection (a collection made for you, which may consist of items to be conveyed by us for others). If you make such arrangements, you must ensure that the third party mail is presented to us in accordance with this agreement. If you make such arrangement you will be liable for any failure by such third party to comply with the obligations under this agreement. Any arrangements for the conveyance of the mail will be between us and the third party.

#### **4. Charges**

- 4.1 You agree to pay the charges before we start to provide the services and on each anniversary thereafter (unless we agree that you qualify for Free Collections).
- 4.2 The charges do not include VAT. You must pay any VAT due on the charges.
- 4.3 If you have not paid us on time, we can stop carrying out our duties under this agreement without having a responsibility to you, as long as we have first given you notice of not less than 7 days that we plan to do so.

#### **5. Our responsibility to you**

- 5.1 Except as stated in clause 2.3.2, 2.4 or where clause 7.1 applies, if we fail to provide a service on a day we had agreed with you to do so, then, subject to the other terms of this agreement, we will, at our discretion, either refund or credit you with the charges you have paid us (if you are not receiving Free Collection) for that service on that day. You must make any claims for this credit within 3 months of the date of our failure, and provide us with all the information we may reasonably ask for. After such 3 months you waive all rights you may have to claim.
- 5.2 We will not be responsible to you if we do not collect (or process) items which do not meet the terms of this agreement or the relevant terms governing the provision of the particular postal service used.

#### **6. Data Protection**

- 6.1 Terms and expressions used in this clause 6 and not defined in this 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.
- 6.2 With respect to the parties' rights and obligations under this agreement, we are the data controller of any Data.

- 6.3 All processing of Data under this 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](http://www.royalmail.com/customer-service/terms-and-conditions/privacy-policy).
- 6.4 Where you present the Data of a third party to us (for example for the purpose of setting up a shared collection under clause 3.9), 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 hereby agree to indemnify us for any loss and damage that we incur as a result of any failure by you to comply with your obligations under this clause 6.4.

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

- 7.1 We will not be responsible to you if we are not able to provide the services in full or in part, or if there are any delays in the services, because of something beyond our reasonable control (including without limitation war, acts of terrorism, extreme weather conditions, earthquakes, fire, floods, epidemics, pandemics, traffic congestion, mechanical breakdown (including of machinery, equipment, and vehicles), any public or private road being blocked, governmental actions or industrial action and the outcomes of it if this prevents us from providing our usual service). We will try to tell you promptly about any such events by placing a notice on our website and/or by writing to you.
- 7.2 If we are not able to carry out our duties fully for more than four weeks in a row, you can end this agreement by telling us in writing.

## **8. Ending or suspending the services**

- 8.1 This agreement will continue until it is ended in line with this clause 8.
- 8.2 We can end this agreement or stop providing any of the services by giving you at least 30 days' notice. You can end this agreement by giving us at least 30 days' notice.
- 8.3 Either you or we can end this agreement immediately by giving notice to the other if the other is breaking any of its responsibilities under this agreement and:
- 8.3.1 they cannot do anything to put the matter right; or
  - 8.3.2 they can do something to put the matter right, but fail to do so within 14 days of being asked.
- 8.4 Either you or we can end this agreement immediately by giving notice to the other if:
- 8.4.1 the other becomes bankrupt or is not able to pay its debts;

- 8.4.2 the other passes a resolution for winding up of its business, or a court makes an order to wind up the business (in either case, other than for the purposes of reorganisation);
  - 8.4.3 a receiver, manager or an administrator is appointed over any or all of the assets of the other; or
  - 8.4.4 the other makes any arrangement with or for the benefit of its creditors.
- 8.5 If we end this agreement in line with clauses 8.3 or 8.4 or it ends in line with clause 8.2 during the first 12 months of this agreement as the result of your notice or actions/omissions, we will not be obliged to refund any monies paid in advance in respect of services not performed due to the termination.
- 8.6 If you end this agreement under clauses 7.2, 8.2, 8.3 or 8.4 and the termination date is 12 months or more after the effective date of the agreement, we will repay you any charges you have paid us in advance relating to that period after termination. For the avoidance of doubt, no refund or other credit is due if you receive Free Collections under clause 2.5.
- 8.7 If either of us ends this agreement, we will keep the rights we have against each other up until the date the agreement ends.

## **9. Changes to this agreement**

- 9.1 We can change the terms of this agreement or introduce new terms for our services. If we reasonably believe the change benefits you, we may implement it as and when we decide and tell you about it within 30 days. We will tell you at least 90 days before we increase any charges, if our regulator tells us that we must do this. We will tell you at least 30 days before any other change.
- 9.2 Notwithstanding any other provision of this agreement (including but not limited to clause 7.1), 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 the recipients of postal items, we may do one or more of the following: (i) change how and when we collect, process or deliver any items; (ii) suspend or change the services, including the Collection Time; (iii) suspend or change the terms and processes that apply to claims, including the payment of refunds / credits; and (iv) change our prices to reflect the effect of the exceptional circumstances and/or the health and safety issues on our costs. We will publish information relating to any such change and the effective date on our website as soon as practical.

## **10. General**

- 10.1 A person who is not a party to this agreement will not have any right or benefit under or in connection with it.

- 10.2 If any court with the correct authority finds any part of the agreement to be invalid, illegal or unenforceable, this will not affect the other parts of this agreement.
- 10.3 Each of us acknowledges that we cannot transfer the rights and duties under this agreement without the consent of the other, such consent not to be unreasonably withheld or delayed. You can use another person to carry out any of your duties as long as you tell us first. You will be responsible to us for any action that person takes or fails to take. We can use others to perform our duties and exercise rights but we will be responsible for them.
- 10.4 Our duties to you under this agreement and arising in relation to it are limited to providing the services as set out in the agreement.
- 10.5 Subject to the other provisions of this agreement, if we do not provide the service because of our negligence, we will credit you on a pro rata daily basis for each working day when we did not provide the service and this will be our only liability to you except for liability that cannot by law be excluded or limited, such as liability for death or personal injury caused by our negligence.
- 10.6 This does not affect your rights under a scheme or contract for the delivery of a postal item. The conveyance of a postal parcel letter or any other items under our postal services, which are subject to this agreement is governed either by a scheme made under the Postal Services Act 2000, Postal Services Act 2011 or a contract with us, and compensation for loss of, or damage to, such an item, or if we deliver an item late is provided by that scheme or contract and not this agreement. You can find out more about the schemes at [www.royalmail.com](http://www.royalmail.com).
- 10.7 This agreement is governed by the laws of England.

## Appendix A

### 1. Floor Fees

- 1.1 The words and phrases used in this document are explained in greater detail in the agreement.

### 2. An explanation of the Floor Fees service:

- 2.1 We normally deliver to, or collect from, the ground floor of your address, or the nearest floor to the ground floor if your address is not on the ground floor.
- 2.2 You may apply to have your mail delivered to or collected from a different floor from the normal delivery and collection floor referred to above by completing the Customer Collections and Floor Fee Agreement application form.
- 2.3 If you spend at least the Required Amount on Qualifying Postal Services through any Applicable Payment Channel, each year, (excluding Single Collections) from any one location, you may apply to receive the Floor Fee service free of charge. If we provide you with free services you must tell us at least 24 hours' before a particular collection or delivery time if you do not need the service, or we may charge you at the full price for it.
- 2.4 You must allow us to enter your premises safely to provide the services. You agree to pay us for any costs (including legal costs) expenses, claims, losses, damages and awards we have to pay because you have not done this.
- 2.5 We do not have to provide you with the service if you do not keep to the agreement(s) you have with us or any other reasonable terms we tell you about. Neither do we have to provide you with services if we consider it unsafe or unreasonable for you to expect us to do so.
- 2.6 If we fail to provide a service on a day we had agreed with you to do so, then on application we will refund or credit you with the charges you have paid us (if any) for that service on that day. You must make any claims for this credit within 3 months. After such 3 months you waive all rights you may have to claim.

The Floor Fees service does not affect your rights under a scheme or contract for the delivery of a postal item. You can find out more about the schemes at [www.royalmail.com/termsandconditions](http://www.royalmail.com/termsandconditions).