

Royal Mail Mailmark® Terms & Conditions



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1 Background

- 1.1 These Royal Mail Mailmark Terms and Conditions (**terms**) set out the terms on which you and we agree that you may post your Items using our Mailmark® option (**agreement**).
- 1.2 Our agreement with you is made up of:
- 1.2.1 these terms;
 - 1.2.2 the Royal Mail General Terms and Conditions (**general terms**);
 - 1.2.3 the Specific Terms & Conditions for Marketing, Publishing and General Correspondence Products (**product specific terms**);
 - 1.2.4 the User Guide for Marketing, Publishing and General Correspondence Products (**user guide**);
 - 1.2.5 the Mailmark eMHS implementation guidelines (**eManifest user guide**);
 - 1.2.6 the Royal Mail Mailmark Participant Terms & Conditions (the **Mailmark Participant terms**); and
 - 1.2.7 any other guides, specifications, standards or documents with which we may require you to comply in order to post your Items using the Mailmark option.
- 1.3 The documents set out in paragraph 1.2 can be found at www.royalmail.com/mailmark and www.royalmail.com/termsandconditions, as updated by us and notified to you from time to time.
- 1.4 If these terms differ from the general terms, the product specific terms or the additional terms (as described in the general terms), these provisions of these terms will override those terms to the extent of the difference(s) between them.

2 Definitions and interpretation

- 2.1 The words and phrases defined below will apply to:
- 2.1.1 these terms;
 - 2.1.2 the Mailmark Participant terms (unless stated otherwise); and
 - 2.1.3 the eManifest user guide (unless stated otherwise).

Batch a selection of Items that are all of the same service speed (class), format, sortation and machine-readability option. A Batch is submitted to the eManifest as a Mailmark Mailing. A Batch is commonly referred to as a consignment or mailing. The combined total of items within batches, on a single eManifest, sharing the same class, format, sortation and machine-readability option must meet the minimum entry volume requirement for the service being used;

Batch ID the unique identifier that is assigned to a Batch by the eManifest Handling System once it has been submitted to the eManifest;

Bill Payer the Participant in a Supply Chain that is responsible for paying Royal Mail;

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eManifest	an electronic file created and then submitted via the eManifest Handling System for each Supply Chain and for each Working Day on which a Mailmark Mailing is handed over to Royal Mail. A Batch or Batches are added to the eManifest and, once confirmed, the eManifest contains a record of the Items which is used to provide eManifest and Batch level reporting;
eManifest Confirmation Receipt (eCR)	the receipt automatically generated by the eManifest Handling System once the eManifest is confirmed, if you are set up for automatic sales order generation. The eManifest Confirmation Receipt must be presented instead of (or, if easier, in addition to) a confirmed sales order with the last collection on each handover date. It provides evidence that the eManifest has been created and confirmed;
eManifest Handling System (eMHS)	the web based interface which enables the creation of the eManifest and is used for all actions relating to the eManifest (such as submitting, holding and cancelling Batches);
eManifest ID	the unique identifier that is assigned to an eManifest by the eManifest Handling System once that eManifest has been created;
Item	an item which is a letter or large letter to which you have applied a Mailmark barcode;
Mailmark Adjustment Framework	the Mailmark Adjustment Framework document that is published on our website and sets out the actions we may take if you give us Items that are different to what you have told us on the sales order and/or if we find Items or eManifests with errors;
Mailmark barcode	a barcode which is either a Royal Mail 2D data matrix barcode or a Royal Mail 4-state barcode which contains encoded data which complies with the Royal Mail Barcode Specification data payload and enables eManifest, Batch level and exception level reporting;
Mailmark IP	intellectual property rights in the Reports (and the information in them) and the brands Royal Mail Mailmark [®] and Mailmark [®] ;
Mailmark Mailing(s)	a Batch or multiple Batches of Items declared on the eManifest or a number of eManifests submitted for each Working Day on which a Mailmark Mailing is handed to Royal Mail;
Mailmark Management System	the web based interface which provides access to Mailmark information such as Reports;
Mailmark option	an option for making letters and large letters machine-readable, involving the addition of a Mailmark barcode to each Item to make that Item uniquely identifiable. The Mailmark option provides eManifest, Batch and exception level reporting;
Mail Carrier	the Participant in a Supply Chain responsible for carrying the Mailmark Mailings. For Mailmark Mailings this will always be Royal Mail;;
Mail Originator	the Participant in a Supply Chain on whose behalf the Items are being produced and delivered;

ROYAL MAIL MAILMARK[®] TERMS AND CONDITIONS

Mail Producer	the Participant in a Supply Chain that is responsible for producing (including printing and/or enclosing) the Items;
Participant	each of the Mail Originator, Mail Producer, Mail Carrier and Bill Payer that together make up a Supply Chain;
Reports	the eManifest, Batch and exception level reports relating to your Mailmark Mailings that are produced by Royal Mail's systems when the Mailmark option is used;
Supply Chain	the combination of all of the four Participants (Mail Originator, Mail Producer, Mail Carrier and Bill Payer) that is required for each Mailmark Mailing relating to those specific Participants;
Supply Chain ID (SCID)	the non-transferable, unique identifier assigned to each Supply Chain which is contained in the eManifest and encoded in the Mailmark barcodes; and
Working Day	any day which is not a Sunday, bank holiday, public holiday or a non-service day approved as such by the Regulator.

Each capitalised term used in these terms which is not defined above has the meaning given to it in the Contract under which the Mailmark services are being provided.

3 Commencement and duration

- 3.1 This agreement will take effect from the date that is agreed between you and us, and will continue until ended in accordance with paragraph 9.2 or 13 of these terms.

4 The Mailmark option

- 4.1 The Mailmark option is available for the following products for which you have an account with us:
- 4.1.1 Advertising Mail;
 - 4.1.2 Sustainable[®] Advertising Mail;
 - 4.1.3 Publishing Mail;
 - 4.1.4 Business Mail 1st Class; and
 - 4.1.5 Business Mail.
- 4.2 We only offer the Mailmark option on Working Days.
- 4.3 The Mailmark option is an alternative to posting your machine-readable items using Barcode or OCR.

5 Specifications for the Mailmark option

- 5.1 The user guide sets out:
- 5.1.1 requirements and recommendations for preparing and presenting your Items to us;
 - 5.1.2 the restrictions on the type, content, size and weight of Items;
 - 5.1.3 how you can book postings beforehand; and
 - 5.1.4 the documents you or your agent must fill in for the Items.
- 5.2 To qualify your Items or Mailmark Mailings (as the case may be) for the Mailmark option you will ensure that:
- 5.2.1 each Item has a Mailmark barcode printed on it in addition to any other marks that are required for that Item according to the service used;
 - 5.2.2 each Item has a Mailmark barcode printed on it in a manner and location and in accordance with the specifications, as set out in the user guide;
 - 5.2.3 each Item is either a letter or a large letter;
 - 5.2.4 for each posting:
 - (a) the Items' details are submitted to an eManifest as a Batch or Batches via the eManifest Handling System in accordance with the provisions set out in the user guide and eManifest user guide;
 - (b) Mailmark postings are presented to us in accordance with the user guide; and
 - (c) you must use the correct Supply Chain ID for your Supply Chain. If you use an incorrect SCID, then Participants from other Supply Chains may have access to your Reports and/or the wrong Bill Payer may be invoiced. If, due to your incorrect usage of the Supply Chain ID, we incur any costs, expenses, demands, claims or liabilities in connection with Participants from other Supply Chains accessing your Reports and/or the wrong Bill Payer being invoiced, you agree to indemnify us for those costs, expenses, demands, claims and liabilities.

ROYAL MAIL MAILMARK[®] TERMS AND CONDITIONS

- 5.2.5 only one eManifest is uploaded, per Supply Chain ID, per Working Day, to the eManifest Handling System. For clarity, a single eManifest may declare a Mailmark Mailing made up of a single Batch or multiple Batches or, if the same Supply Chain has more than one Mailmark Mailing to be posted on the same Working Day, the eManifest may contain multiple Mailmark Mailings in separate Batches provided that each Mailmark Mailing relates to the same Supply Chain ID;
 - 5.2.6 each eManifest is created and confirmed in accordance with the specifications set out in the user guide and the eManifest User Guide;
 - 5.2.7 you present to us a confirmed sales order using your Online Business Account (OBA) or eManifest Confirmation Receipt, as per the product requirements. Posting cheques cannot be used with Mailmark postings; and
 - 5.2.8 you will not insert any words or terms into the free text fields in the eManifest which may appear in the resulting Reports which, in our opinion, damage or may damage our reputation or business or the reputations or businesses of the Royal Mail Group or which may result in any costs, expenses, demands, claims or liability being asserted or assessed against any member of the Royal Mail Group and/or any of their respective directors, officers, employees, agents and/or representatives.
- 5.3 To qualify your Items and Mailmark Mailings for the Mailmark option, you agree, in addition to the matters listed in paragraph 5.2 and in respect of each of your Items and each of your Mailmark Mailings, that you accept the Mailmark Participant terms and agree to comply with those terms as a Participant in a Supply Chain.

6 Reporting

- 6.1 We will provide you with web-based access to the Reports. It is your responsibility to ensure that you do not share your log-on credentials (username and password) with any other person and, once a web-based session is initiated, to ensure that you do not allow any other person access to that session. If, as a result of you sharing your log-on credentials and/or allowing another person access to a web-based session, we incur any costs, expenses, demands, claims or liability, you agree to indemnify us for those costs, expenses, demands, claims and liabilities.
- 6.2 The information in the Reports is an indication of the performance of a Batch. The eManifest, Batch and Item level exception information cannot be used or relied on for refund applications or other quality of service or loss, damage or delay compensation purposes
- 6.3 There will always be a proportion of Items that are not read by our processing machines. Without limiting paragraph 6.4, no warranty is given or implied by law or otherwise that the information in the Reports will be 100% accurate, complete or fit for purpose. By using the Mailmark option you accept that we will not be able to report on every Item and you agree not to seek refunds or make other claims for Items that have not been read and/or reported on.
- 6.4 Our reporting system has undergone rigorous testing to ensure that the Reports we provide you with are accurate. However, as there will always be circumstances beyond our control and other occurrences and events which may affect the Reports and/or the information in them, we give no warranties in relation to the Reports and/or the information in them and any warranties in relation to them or their information which may be implied by law or otherwise, are excluded to the extent permitted by law.
- 6.5 We will only be required to discuss queries relating to the Reports and Mailmark Adjustment Framework-related invoice queries with one party within the Supply Chain, and this will be the Bill Payer unless the Bill Payer nominates, on not less than two Working Days' written notice, another Participant within the Supply Chain.
- 6.6 We will hold information relating to any Mailmark Adjustment Framework charges charged to you in line with paragraph 9.1.3 for a maximum of sixty (60) days, and if you wish to discuss your Mailmark Adjustment Framework charges with us after the sixty (60) days it is your responsibility to provide us with a complete, legible and accurate copy of all relevant information relating to your Mailmark Adjustment Framework charges.

We will hold other detailed reporting information relating to your Mailmark Mailings, which may be destroyed by us after ninety (90) days.

7 Intellectual Property (IP) Rights

- 7.1 You acknowledge that Royal Mail is the owner of the Mailmark IP and you do not acquire and are not granted any rights to use the Mailmark IP other than as expressly set out in this agreement.
- 7.2 You may only use the Reports in accordance with the terms of this agreement and you may only share the Reports with third parties for use solely in connection with the posting of your Items under the terms of this agreement and not for any other purpose. You will ensure that any third party with whom you share the Reports (or extracts) is made aware of and agrees to comply with the obligations in this paragraph 7 as if such third party were you.
- 7.3 You may only use the Mailmark IP trade marks in connection with the Mailmark option and in the form stipulated by us and you will observe any directions given by us as to colours and size or representations of such trade marks. All rights in and to the Mailmark IP trade marks (including any goodwill arising from your use of the Mailmark IP trade marks) will belong to Royal Mail.
- 7.4 You may not remove or obscure any Mailmark IP or intellectual property rights notices relating to the Mailmark IP included by us in any Report and you must acknowledge Royal Mail's ownership of the intellectual property rights in the Mailmark IP in the form and manner reasonably required by Royal Mail from time to time.

8 Posting Performance

- 8.1 Failure to meet the required minimum level of address, postcode and DPS accuracy as set out in the user guide may result in us taking one or more of the actions set out in paragraphs 9.1 and 9.2.
- 8.2 The performance of your Mailmark option mailing is optimised when:
- 8.2.1 each Item is well designed in accordance with the user guide;
 - 8.2.2 the address and postcode on the item is consistent with the postcode and DPS in the Mailmark barcode on each Item and in the eManifest;
 - 8.2.3 all address, postcode and DPS elements match the correct record held in PAF[®]; and
 - 8.2.4 all Items are presented and, where applicable, correctly sorted and labelled in accordance with the user guide.
- 8.3 If poor Item design, Mailmark barcode print quality or content of the Mailmark barcode means that Items require manual or other intervention or cannot be processed as an Item or if we find poor address, postcode and/or DPS accuracy below the accepted tolerances that are specified in the Mailmark Adjustment Framework, then an adjustment charge may be payable or appropriate pricing adjustment may be made through an invoice adjustment.
- 8.4 If Items have not been correctly sorted, labelled and presented to the relevant Mail Centre and these are identified by us during processing of the Items, we shall forward those Items to the correct Mail Centre rather than return them. The Items affected will be charged the relevant adjustment charge as specified in The Retail Mailmark Adjustment Framework.
- 8.5 Invoice adjustments may appear on a later invoice than the invoice that relates to the original confirmed sales order.

9 Failure to provide Mailmark Items that can be efficiently processed

- 9.1 The Mailmark option is designed for Items that can be processed through our automation machines. Our machines are designed to read Items and create Reports. The details provided in these terms and the user guide will assist you in designing your Items to meet our machine-readable requirements. If we establish to our reasonable satisfaction that you have not complied with one or more of your obligations under these terms and/or the user guide, and the Items in your Mailmark Mailing require manual or other intervention, we may do one or more of the following:
- 9.1.1 reject the Mailmark Mailing;
 - 9.1.2 remove a part or all of any discount;
 - 9.1.3 deliver the Items and apply charges as set out in the Mailmark Adjustment Framework;
 - 9.1.4 deliver the Items using the most suitable alternative product, in which case the postage, fees, and conditions of that product will apply;
 - 9.1.5 rework the Items or return the Items to you (at our convenience) for you to rework (in each case we may charge you extra amounts to cover our costs);
 - 9.1.6 hold the Items until you give us complete and accurate documentation; and/or
 - 9.1.7 apply an administrative charge to cover our costs relating to any actions taken in accordance with this paragraph 9.1.
- 9.2 If you repeatedly hand over Mailmark Mailings that cannot be machine-processed and so require manual or other intervention, we may, in addition to the actions set out in paragraph 9.1:
- 9.2.1 cease to provide the Mailmark option to you; and/or
 - 9.2.2 end this agreement immediately.
- 9.3 We will notify you if we take any of the actions set out in paragraphs 9.1 and 9.2.

10 Documentation

- 10.1 If we find differences between the information shown on the confirmed sales order and the actual posting as we process your Items, we reserve the right to amend the confirmed sales order in order to show the full value of the postings made, or to take any of the actions as set out in paragraph 9.1.
- 10.2 For Mailmark postings you must ensure that you supply us with at least one paper copy of either a complete eManifest Confirmation Receipt (eCR) or confirmed sales order (which must contain the relevant eManifest ID) for each day an eManifest is generated and confirmed (or, if there is a failure of a system or internet provider, the eManifest Confirmation Receipt number provided by us and presented with the last handover each day on your headed paper).

11 Product specific terms

- 11.1 Business Mail 1st Class, Business Mail, Advertising Mail and Sustainable[®] Advertising Mail postings must be made up of either:
- 11.1.1 all Barcode items or all OCR items or all Mailmark Items; or
 - 11.1.2 no Barcode items, no OCR items, and no Mailmark Items.
- 11.2 A posting cannot be made up of a mix of Barcode items, OCR items and Mailmark Items.
- 11.3 A Mailmark Mailing cannot contain Items that do not carry a valid Mailmark barcode.

12 Changes to this agreement

For the duration of this agreement we may change this agreement, including these terms, and/or all terms, guides, specifications, standard or documents which form our agreement with you to post your Items using the Mailmark option, by giving you one (1) month's notice (or less by mutual agreement) and by publishing such changes or new terms on our Mailmark website.

13 Ending this agreement

13.1 Unless ended earlier in accordance with paragraph 9 and/or this paragraph 13, this agreement will end automatically upon the termination of our agreement with you to provide you products under the general terms.

13.2 We may withdraw the Mailmark option, or your right to use it, at any time by giving you at least one hundred and twenty (120) days' notice in writing and this agreement will end automatically on the expiry of such notice period.

13.3 You may end this agreement by giving us at least one (1) month's notice in writing and this agreement will end automatically on the expiry of such notice period.

13.4 We may withdraw your right to use the Mailmark option and may end this agreement immediately if:

13.4.1 in our reasonable opinion you commit a material breach or persistent breaches of this agreement and:

- (a) are unable to remedy the breach(es); or
- (b) fail to remedy the breach(es) within fourteen (14) days of being asked; or

13.4.2 you commit a breach in accordance with paragraph 9.2.

13.5 The rights we have against each other which arise before the termination or expiry of this agreement will continue after the date this agreement ends.

14 Subcontractors

14.1 You must make sure your agents and subcontractors keep to the terms of this agreement.

15 Disputes

15.1 We will try to resolve any disputes in respect of our agreement to provide you with the Mailmark option. However, if we cannot agree, either of us can refer the dispute to any recognised dispute resolution service.

16 Notices

16.1 The "Notices" paragraph of the general terms will apply to this agreement as if set out in this agreement, except that references in the "Notices" paragraph of the general terms to "this agreement" will be interpreted as references to this agreement.

17 Transferring this agreement

17.1 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.

17.2 You must not transfer any of your rights or duties under this agreement to another person unless you notify us first and we agree in writing. You will be responsible to us for any action that person takes.

ROYAL MAIL MAILMARK[®] TERMS AND CONDITIONS

18 General

- 18.1 Nothing in this agreement releases any party from its obligations under the Data Protection Act 1988 (as amended) or similar legislation.
- 18.2 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.
- 18.3 If any court with the correct authority finds any term of this agreement to be invalid, illegal or unenforceable, this will not affect the other terms of this agreement.
- 18.4 This agreement is governed by English law.

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