



Royal Mail

## Royal Mail Mailmark® Participant Terms & Conditions

### Who these Royal Mail Mailmark Participant Terms & Conditions apply to:

Royal Mail Group Ltd, a company incorporated in England and Wales (number 4138203) with its registered address at 185 Farringdon Road, 4th Floor, London EC1A 1AA (**us** or **we**); and

each *Participant (you)*.

Some words and phrases used in these Royal Mail Mailmark Terms & Conditions are defined below:

<b>Batch</b>	a selection of Mailmark Items that meet the minimum entry volume requirement for the service being used and which are all of the same format, sortation and machine-readability option. A Batch is submitted to the eManifest. Each Batch submitted to the eManifest is commonly referred to as a consignment
<b>Data Processor</b>	data processor as defined in General Data Protection Regulation (EU) 2016/679
<b>Bill Payer</b>	the Participant in the Supply Chain that is responsible for paying Royal Mail for the Mailmark Mailings
<b>eManifest</b>	an electronic file created via the eManifest Handling System (eMHS) for each Supply Chain per Working Day. A Batch or Batches are submitted to the eManifest, and once confirmed the eManifest contains a record of the Mailmark Items which is used to provide eManifest and Batch level reporting
<b>Item</b>	means an item which is a letter or large letter to which you have applied a Mailmark barcode
<b>Mailmark Direct Data</b>	means Mailmark Direct Data described in the Mailmark Direct Data Technical Specification as published on <a href="http://www.royalmailwholesale.com/royal-mail-mailmark-reporting-update">www.royalmailwholesale.com/royal-mail-mailmark-reporting-update</a>
<b>Mailmark Direct Data Contract Holder</b>	means a Participant who has entered into a separate agreement with us for the provision of Mailmark Direct Data;
<b>Mailmark IP</b>	intellectual property rights in the Reports (and the information in them) and the brands Royal Mail Mailmark and Mailmark;
<b>Mailmark Mailing(s)</b>	a Batch or multiple Batches of Mailmark Items declared on the eManifest
<b>Mail Carrier</b>	the Participant in a Supply Chain responsible for carrying the Mailmark Mailings

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<b>Mail Originator</b>	the Participant in the Supply Chain on whose behalf the Mailmark Items are being produced and delivered;
<b>Mail Producer</b>	the Participant in the Supply Chain that is responsible for producing (including printing and enclosing) the Mailmark Items;
<b>Reports</b>	the eManifest and Batch level reports relating to Mailmark Mailings that are produced by Royal Mail's systems when the Mailmark option is used;
<b>Supply Chain</b>	the combination of all of the four Participants (Bill Payer, Carrier, Mail Originator, Mail Producer) that is required for each Mailmark Mailing relating to those specific Participants

### **Background**

The Royal Mail Mailmark option will provide entities with greater transparency of the performance of their mailings. This will be delivered by Royal Mail through the Reports. In order for an entity to use the Mailmark option, and for Royal Mail to generate and supply the Reports, an entity must first be a registered Participant and Royal Mail need to know which Participants make up the mailing Supply Chain.

A Supply Chain is required for each Mailmark mailing and is made up of the following four Participants:

1. Mail Originator
2. Mail Producer
3. Mail Carrier
4. Bill Payer

An entity may be any one or more of the four Participants in a Supply Chain. For example, the same entity may be the Mail Originator, Mail Producer, Mail Carrier and the Bill Payer.

Royal Mail will normally set up each entity that wishes to be a Participant with one Participant ID only. This will avoid a proliferation of Participant IDs and resulting Supply Chains. Each Participant may be part of more than one Supply Chain.

When a Supply Chain is set up Royal Mail will assign it a unique identity number which is called the Supply Chain ID (**SCID**). Participant IDs and Supply Chain IDs are managed through the Supply Chain Management System (**SCMS**).

One eManifest must be created per SCID for each calendar day in which one or more Mailmark mailings are made. The eManifest is created via a web based service called the Royal Mail eManifest Handling System (**eMHS**). Mailmark Items are uploaded and submitted to the eManifest as Batches. A Mailmark mailing can be split into several Batches as long as each Batch meets the minimum volume entry criteria for the service being used. Only one eManifest can be uploaded to within the eMHS per SCID, per calendar day.

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### ***Becoming a Participant***

An entity can request to become a Participant but only Royal Mail can set up Participants on the SCMS. Each entity must request that they become a Participant on their own behalf. In order to register as a Participant the entity must supply us with a company email address. Personal email addresses are not permitted. The entity must nominate a person to be registered as the Primary User, and there can only be one Primary User per Participant. An entity cannot request that another entity be set up as a Participant (unless written permission from the other entity is provided). Once a Participant has been registered by Royal Mail and provided with a Participant ID they are capable of being chosen by an entity to be a Participant in a Supply Chain.

### ***Royal Mail Mailmark® Participant Terms & Conditions***

We agree to set you, an entity, up as a Participant in accordance with the following terms and conditions:

1. It will be your responsibility, as a Participant, to keep the list of email addresses supplied to Royal Mail up to date.
2. You must be a legal entity (and not, for example, a division of a company) to be a Participant. Allocation of Participant IDs will be at our discretion but normally only one legal entity within a group of companies will be allocated a Participant ID.
3. Once you are registered as a Participant, other entities who are also Participants may create Supply Chains with you, and you will receive an email to the addresses supplied notifying you that you have become a Participant in a new Supply Chain.
4. You must contact Royal Mail as soon as you think, or become aware that, you have been made a Participant of a Supply Chain in error.
5. Once you form part of a Supply Chain as a Participant, you and all other Participants in that Supply Chain will have full access to the Reports associated with that Supply Chain unless the Bill Payer decides otherwise.
6. Once you form part of a Supply Chain as a Participant, you, all other Participants in that Supply Chain, and if a Mailmark Direct Data Contract Holder requests, their Data Processor (Authorised Party), will all have full access to Mailmark Direct Data associated with that Supply Chain. You hereby consent to the disclosure of your Mailmark Direct Data to any Participant within your Supply Chain and/or to their Authorised Party, and to the maximum extent permitted by law we shall under no circumstances be liable to you for any losses that you may suffer (whether under contract, tort or any other category of law) as a consequence of such disclosure.
7. The information in the Reports is an indication of the performance of the Batch or Batches that make up an eManifest. The item level information cannot be used or relied on by you for refund applications or other quality of service or loss, damage or delay compensation purposes. There will always be a proportion Mailmark Items that are not read by Royal Mail's processing machines and therefore no warranty is given or implied that the information in the Reports is complete. We will not be able to report on every item and you agree not to seek refunds for items that have not been read and/or reported on.

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8. We will not be required to discuss queries relating to the Reports and Report-related invoice queries with you unless you are the Bill Payer, or the Bill Payer nominates you within the Supply Chain.

### **Intellectual Property (IP) Rights**

9. 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 these terms and conditions and any other terms and conditions that apply to you as a Participant.
10. You may only use the Reports in accordance with these terms and conditions and you may only share the Reports with third parties for use solely in connection with the posting of Mailmark Items under your Supply Chain. You will ensure that any third parties with whom you share the Reports (or extracts) are made aware of the obligations in these paragraphs 8 to 11.
11. 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 reasonable 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.
12. 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 us from time to time.

### **Changes and termination**

13. We may change these terms and conditions by giving you one (1) month's notice (or shorter notice if we both agree).
14. We may terminate our agreement for you to be a Participant under these terms and conditions by giving you at least one (1) month's notice in writing, and our agreement will end automatically on the expiry of the notice period.

### **General**

15. You must make sure that your agents and subcontractors keep to these terms and conditions.
16. We may transfer our rights and duties under these terms and conditions or arrange for any other person to carry out our rights and duties under these terms and conditions.
17. You must not transfer any of your rights or duties under these terms and conditions 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.
18. Nothing in these terms and conditions releases you or us from our obligations under the Data Protection Act 1988 (as amended) or similar legislation.

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19. A person who is not involved in these terms and conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of them.
20. If any court with the correct authority finds any of these terms and conditions to be invalid, illegal or unenforceable, this will not affect the other terms and conditions.
21. These terms and conditions are governed by English Law.

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