



## Royal Mail General Terms and Conditions

### Who this Agreement applies to

- A.** Royal Mail Group Limited, a company incorporated in England and Wales (number 4138203) with its registered address at 185 Farringdon Road, London EC1A 1AA (**we, us or our**); and
- B.** Your company or organisation (**you or your**).

### 1. Introduction

- 1.1 Our Agreement with you is made up of:
  - 1.1.1 these general terms and conditions (**General Terms**);
  - 1.1.2 the Additional Term(s) applicable to the Products we are providing to you including the User Guide(s) applicable to the Products we are providing to you (you can find URL's to the User Guides in Part C of Appendix B);
  - 1.1.3 the applicable Rate Card (if any); and
  - 1.1.4 the Price Confirmation Letter (if any),which together explain our duties to each other and makes up the full understanding between us for each Product we agree to provide you with in connection with your account with us.
- 1.2 Appendix A sets out the meaning of the capitalised terms used in this Agreement. Appendix B sets out the Products this Agreement applies to (together with the relevant Specific Terms). Appendix C sets out a compensation matrix detailing compensation which may be available for certain Products.
- 1.3 This Agreement constitutes the entire agreement between us with respect to the subject matter of this Agreement and (to the extent permissible by law) supersedes all prior representations or oral or written agreements between us and you. We agree that neither of us has been induced to enter into this Agreement by any statement or representation not expressly documented within it.
- 1.4 Except for clauses 2.5, 14.6 and 14.13 which shall always take precedence over any other term in this Agreement, if any of the Additional Terms contradict any of the General Terms, the term in the Additional Terms take precedence to the extent of that contradiction. If a term in a User Guide contradicts any other term in the Additional Terms, the term in the User Guide take precedence to the extent of that contradiction.
- 1.5 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).

### 2. Providing the Products

- 2.1 We will provide you with Products (and any other services as set out in this Agreement) on all Working Days (unless we notify you otherwise via our website ([www.royalmail.com](http://www.royalmail.com) or substitute URL) or in accordance with Clause 19.2).
- 2.2 We will receive your Items when you give us (and when we sign, if this applies) the relevant documentation described in clauses 3.6 to 3.10, or any other document that you need to provide for the Products at Handover. We will accept the Items once we are satisfied that the Posting and the documentation that comes with it are accurate and meet the terms of this Agreement. However, it is always your responsibility (and not ours) to ensure that the documentation meets the requirements of this Agreement and relevant Law. Any responsibility we may have to you for loss or damage starts when we receive your Items.
- 2.3 If we have agreed to collect Items from you, we will collect each Posting from the Handover Point at the times confirmed with you, using our standard operating procedures.

- 2.4 We may not collect, process or deliver any Items if we consider it to be impractical or unreasonable to do so, including if:
- 2.4.1 the address is not safe or our staff's health and safety would be at risk in any way;
  - 2.4.2 there is no-one living permanently at the address we have to deliver the Item to;
  - 2.4.3 the address on the Item is incomplete or has not been written or printed clearly enough to read;
  - 2.4.4 we need a signature for any Item we deliver and nobody is available to sign;
  - 2.4.5 the Regulator has required us to do or not do something, and as a consequence we are unable to collect, process or deliver the Item;
  - 2.4.6 you have not confirmed the Handover Point with us; or
  - 2.4.7 to do so would not be in accordance with this Agreement (for example, the Item contains Prohibited Materials).
- 2.5 Notwithstanding any other provision of this Agreement (including without limitation and for the avoidance of doubt, in any of the Additional Terms, Rate Cards and Price Confirmation Letters), 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 Intended Recipients, we may do one or more of the following, provided at all times our actions are reasonable in the circumstances:
- 2.5.1 change how and when we collect, process or deliver any Items;
  - 2.5.2 suspend or change any Products or services, including guaranteed or target delivery times and service levels;
  - 2.5.3 suspend or change the terms that apply to claims, including the payment of refunds or compensation and the claims' timescales and processes; and/or
  - 2.5.4 change our prices to reflect the effect of the exceptional circumstances and/or the health and safety issues on our costs.
- (each a **Change**). We will publish information relating to any such Change on our website as soon as practical and the Change will take effect at the date specified.

### Third Party Integrators

- 2.6 If you choose to employ a third party integrator (**TPI**) then we strongly encourage that you select one of the entities listed at; <https://www.royalmail.com/business/services/shipping/third-party-partners> we have good and effective working relationships with each of these TPIs and this benefits both you and us. However, if you chose any other TPI (**Non-Approved TPI**) then, to the extent any failure by us to perform any of our obligations under this Agreement has arisen as a consequence of any act or omission by that Non-Approved TPI, then to the fullest extent permitted by law we exclude all liability that would otherwise be owed to you (and to avoid doubt we shall not be liable to you to pay any compensation for loss, damage or delay).

### Access to Royal Mail Premises

- 2.7 Where your Staff need to access our premises to hand over Items, we will give you access in accordance with this Agreement. While your Staff are on our premises, you must ensure that they carry suitable identification and produce it on request, conform to our codes and regulations, adopt proper standards of behaviour, and co-operate with our employees or agents having security responsibilities. We may refuse your Staff admission to our premises, or require your Staff to leave our premises, at any time and for any reason.

### Items we cannot deliver

- 2.8 Our duty is to deliver Items to the address written or printed on the Item or to an alternative address in line with clause 2.12. We are not responsible for delivering the Item to the person whose name is written or printed on the Item.
- 2.9 Subject to clause 2.11, if we are unable to deliver an Item or an Item is refused, provided it has a Payment Mark on it and the return address is clear on the cover or envelope, we will return the Item to that address (if the return address is not clear then we will deal with the Item at our absolute discretion).
- 2.10 Subject to clause 2.11, if we are unable to deliver an Item or an Item is refused and it has a Payment Mark on it but the return address on the cover or envelope cannot be read clearly, we may open that Item. We will return the Item to you or your agent if:
- 2.10.1 your address is inside; and

- 2.10.2 the Item is not made up only of Advertising Mail Items, newspapers or magazines (and if it is, we may deal with the Item in any way we feel is appropriate).
- 2.11 We will not return any Items if the return address is not in the UK and the item has a UK PPI.
- 2.12 If we are unable to deliver an Item because it does not fit through the letter box, no-one is available to receive or sign for it and there is no other delivery instruction attached, we may deliver the Item to a neighbour's address and leave a card for the Intended Recipient explaining that it has been left with that neighbour. If we choose not to do so, the Item has been sent using Special Delivery or we cannot find a neighbour, we will take the Item back to our local premises and leave a card at the address. The card will give the Intended Recipient the option to have the Item delivered to that address later, or tell them where they can collect the Item from.
- 2.13 If the Intended Recipient does not collect it or have it delivered within 18 Days, or such shorter period required by Law, we will deal with the Item in accordance with either clause 2.9 or 2.10 (as applicable) unless we are required by Law to return the Item in an alternative manner.
- 2.14 If it is a requirement of the Product, we will make reasonable efforts to get a signature from the person receiving the Item or Items when we deliver it to the relevant address or (subject to clause 2.12) leave it with a neighbour.

### **Delivering Items to the BFPO**

- 2.15 We will only accept Items for handing over to BFPO if they conform to the current specification on the BFPO website (see <https://www.gov.uk/bfpo>). This may include addressing format, maximum weight and dimensions which may be more restrictive than those set out in this Agreement. If Items do not conform to the BFPO specification and are subsequently rejected by BFPO, we have no responsibility to return these Items. We will not scan Items for handing over to BFPO at a Delivery Office or at the Intended Recipient's address or at the address of their Representative (as the case may be).
- 2.16 Notwithstanding any other provision in this Agreement, confirmation of delivery is provided for BFPO addresses but the confirmation is only to the BFPO in Northolt. We cannot give any target time for delivery for Items we accept for handing over to BFPO.

### **3. Your duties**

- 3.1 You agree to:
- 3.1.1 carry out your duties under this Agreement (to avoid doubt, including those set out in any User Guide which is a legally binding document forming part of this Agreement);
- 3.1.2 allow us and each of our employees, contractors and agents to enter your premises safely to provide the Products, and pay us for any costs (including legal costs) expenses, claims, losses, damages and awards we have to pay if you do not; and
- 3.1.3 give us the minimum mail volumes or spend level for each Product, as set out in the Additional Terms.

### **Forecasting – your Posting plans and what you need to tell us**

- 3.2 You must meet all requirements relating to forecasting as set out in the relevant User Guide(s) and, if you fail to then you will be in breach of this Agreement.
- 3.3 You must notify us at least 4 weeks before the date of Posting if you want to send an Exceptional Posting. If we receive such notice then we shall use reasonable endeavours to perform our obligations in accordance with this Agreement in relation to such Exceptional Posting. If despite having used such reasonable endeavours we are unable to meet any of our obligations then we shall not be liable to you.

### **How your Items should be presented**

- 3.4 In each Posting, you must:
- 3.4.1 only include Items you want us to handle under the Specific Terms for that individual Product and you must not mix together Items to be dealt with under different Specific Terms;
- 3.4.2 present Items in line with the applicable Additional Terms (including but not limited to the applicable User Guide(s));
- 3.4.3 ensure the outside of each Item bears a clear, complete and accurate address, including a postcode; and
- 3.4.4 provide all bundling materials, such as rubber bands, strapping and bundling ties.

- 3.5 If you or your agent hand over a Posting after the Latest Posting Time, we will aim but do not guarantee to process that Posting as if we had received it by the Latest Posting Time, depending on any conditions we believe are reasonable. For all other purposes, we will consider that Posting to have been made on the following Working Day and all the documents that come with that Posting should show (or we may amend to show) the following Working Day.

### Documentation

- 3.6 You must make sure that each Posting of Sorted Items comes with:
- 3.6.1 a Customer Collection Receipt at each Handover and at least one paper copy of a Confirmed Sales Order; or
  - 3.6.2 an Electronic Confirmation Receipt (**ECR**) that Working Day (or, if there is a failure of a system or internet provider, the order number provided by us and presented with the Handover on your headed paper, for customers sending a Mailmark Item who are on autobilling; or
  - 3.6.3 a paper copy of the Sales Order Summary generated by the applicable Shipping Solution for customers using a Shipping Solution.
- 3.7 For all other Products, each Handover must come with;
- 3.7.1 a Customer Collection Receipt; or
  - 3.7.2 a paper copy of a Confirmed Sales Order (or, if there is a system or internet provider failure, the order number provided by us and presented with the Handover on your headed paper); or
  - 3.7.3 an ECR, with at least one paper copy of a Confirmed Sales Order each Working Day, for customers sending a Mailmark Item who are on autobilling; or
  - 3.7.4 a paper copy of the Sales Order Summary generated by the applicable Shipping Solution for customers using a Shipping Solution.
- 3.8 We do not have to accept any Posting that does not come with the required documentation set out in this Agreement, save where otherwise agreed in writing between you and us in advance.
- 3.9 If you are handing over a number of Postings or combining Postings, you must provide a paper copy of a Confirmed Sales Order or, for customers sending a Mailmark Item who are on autobilling, an ECR for each account on the final Handover for that Posting on each Working Day.
- 3.10 You must make sure you fill in each Confirmed Sales Order clearly and accurately to allow us to accurately calculate the Postage due. Any differences between the information shown on the Confirmed Sales Order and the actual Posting may lead to a delay in handling your Items. We may try to contact you to correct any differences but, if not, we have the right to adjust the Confirmed Sales Order or eManifest to show the full value of Postings made or to do any of the things described in clause 15.

### Contents of Items

- 3.11 You must make sure that the contents of Items do not breach the CAP Code. If the Advertising Standards Authority (or any replacement body) accepts any complaint relating to you breaching the CAP Code seriously or persistently, we may end this Agreement in line with clause 16 or withhold or take back from you the Discount for the Posting.
- 3.12 You must ensure that the contents of any Items are not offensive, indecent or threatening, do not contain any Valuables (unless allowed in the Additional Terms) and that they meet all relevant Laws.
- 3.13 You must make every effort to apply the latest version of the Mailing Preference Service's Suppression File to all consumer prospect lists. You can get this file from the Mailing Preference Service, DMA House, 70 Margaret Street, London W1W 8SS.
- 3.14 You must always use the latest version of the Databases for each Product, where this applies, as set out in the Additional Terms. We will notify you what the latest version is. You may lose a Discount if you do not use the latest Database.
- 3.15 We will bear no responsibility or liability to you (including for any delays in delivery) if you fail to comply with clauses 3.11 to 3.14.

### Restricted and Prohibited Materials and Sanctions Laws

- 3.16 You must comply with any prohibitions, restrictions or specific requirements in the UK and the destination country for international deliveries. You are responsible for checking whether an Item is prohibited, restricted or subject to Sanctions Laws. You must check the list of Prohibited Materials and Restricted Materials (and any applicable restrictions) prior to posting any Item.

- 3.17 You must not post Prohibited Material and you may be liable to prosecution if you do so.
- 3.18 You are not permitted to send (and therefore the arrangement between Royal Mail and you does not cover the delivery of) any Items which, by law, may only be delivered to a person over the age of 18 (which may include but not limited to Bladed Items) **unless**: (i) the Item is destined for international delivery and such Item complies with any prohibitions, restrictions or specific requirements in the destination country, or (ii) for Items destined for UK delivery, you apply to receive the Age Verification Service, and you adhere to the Age Verification T&Cs (see: <https://www.royalmail.com/terms-and-conditions>). The Age Verification Service will only be available to you following our acceptance of your request to receive this service. If there is any conflict or inconsistency between these General Terms, the Specific Terms and the Age Verification terms and conditions, then the Age Verification terms and conditions shall prevail.
- 3.19 You may only post Restricted Materials if the relevant Additional Terms expressly permit you to do so. A summary of these permissions is as follows:

Relevant Products	Permission to send Restricted Materials
Parcel Products  *Note: <b>ONLY</b> the Parcel Products as listed in the next row	<b>Only</b> the following Products can be used to post Restricted Materials: Special Delivery Guaranteed by 9am, Special Delivery Guaranteed by 1pm, Royal Mail Tracked 24, Royal Mail Tracked 48, Royal Mail Tracked Returns 24, Royal Mail Tracked Returns 48 and Special Delivery Guaranteed Returns.
International Products	<b>Only</b> as expressly permitted under the Specific Terms for International.
Marketing Products	You may <b>not</b> send any Restricted Materials using Marketing Products.
All other Products to which these General Terms apply	<b>Only</b> if you are expressly permitted to do so under the relevant Additional Terms.

Provided that the Additional Terms give express permission to post Restricted Materials then you must also comply with the restrictions and requirements set out on [www.royalmail.com/restrictedgoods/business](http://www.royalmail.com/restrictedgoods/business) (**Restricted Guide**). If there is any conflict or inconsistency between these General Terms and the Restricted Guide, then the Restricted Guide shall prevail.

- 3.20 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) (the information listed here does not constitute legal advice and we accept no liability in relation to this information). 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.
- 3.21 You will indemnify and keep indemnified: us, our employees, sub-contractors and agents against any loss or damage suffered and/or costs and/or liability incurred (including any fines imposed upon us) as a result of you: (i) posting Prohibited Materials, (i) not complying clauses 3.11 to 3.23 (inclusive), and/or (iii) not complying with Sanctions Laws. For the avoidance of any doubt, this clause also applies to any Return Items posted.
- 3.22 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:
- 3.22.1 open that Item or delay processing and delivery; and/or
  - 3.22.2 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.
- If we take one or all of the actions described in this clause, we are entitled to charge you the cost of disposal and/or destruction, the standard Postage price and all other costs reasonably incurred by us.
- 3.23 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.
- 3.24 You must not send liquids with a volume over one litre to international destinations. If you send liquids over this volume threshold, or other Items that are not acceptable for air transport to domestic destinations they will be diverted to road transport and there may be delays in delivery as a result of this in which case we will not be liable to you for such delays.



- 3.25 We will bear no responsibility (including for any delays in delivery) in the event that you fail to comply with clause 3.16 to 3.24.

### **Reselling**

- 3.26 You must not resell (or allow anyone to resell) to consumers and small business end users, through physical premises such as shops or websites offering drop-off locations, any Products covered by this Agreement, without first getting our permission in writing. We are entitled to withhold this permission and before we grant it we may set any conditions we feel are necessary.

### **Mail Consumables**

- 3.27 You must only use Mail Consumables strictly and solely in connection with your use of the Products and your sending of Items through Our network. If you breach this clause then We reserve our rights to do any or all of the following (at our absolute discretion): (1) pursue any legal remedy that we may choose (including, without limitation, a claim for damages) (2) refer any criminal activity to the relevant authorities and (3) immediately terminate this Agreement without Us owing you any liability whatsoever.

## **4. Tracking your Items**

- 4.1 We may from time to time at our absolute discretion, provide you with status information (which belongs to us) regarding Items which you send using our Tracked Products solely for the purpose of tracking your Items. We will not be responsible or have any liability to you, for the accuracy of any such status information. We will only be able to provide this service if you give us Pre-Advice which is complete and accurate. We may withdraw this service at any time for any reason at immediate notice.

### **Scam Mail**

- 4.2 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.
- 4.3 In addition to our rights set out in clause 4.2, 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.

## **5. Posting Profile**

- 5.1 Where we have agreed a Posting profile with you:
- 5.1.1 we will sample Postings to check the average size and/or weight and volume of the Items you post and may adjust the Charges based on our findings. We may, on giving you not less than 2 Days' notice, carry out a Site Inspection to assess your Posting profile and to check the average size, weight or volume of Items that you post; and
  - 5.1.2 if we establish that you despatch Items which do not meet the agreed average size or weight or volume of Items, or any other agreed profile criteria set out in the Price Confirmation Letter or elsewhere, or if any information which you provide us with leads us to reasonably believe that it will cost us more to deliver your Items, we may vary the Charges on not less than 30 Days' notice in writing. We will not reduce your Charges during any review or sampling process.
- 5.2 You must pay any Charges you owe us as a result of this adjustment in accordance with clause 7.

## **6. Your Account**

- 6.1 We will issue you with either a credit account or a reducing customer balance account to pay for the Products. Such account will terminate on the termination or expiry of this Agreement.

### **Credit Account**

- 6.2 We may through a credit account allow you to pay Postage after we have provided the Products to you. We will not provide Products to you until you have an account number and access to ordering facilities.
- 6.3 We will assess whether you are eligible for credit in line with our standard procedures. If you are we will set up a credit account for you and give you an account number.
- 6.4 You must comply with all terms that relate to your credit account, including the credit limit we place on your credit account and our standard credit policy terms which can be found at <http://www.royalmail.com/royal-mail-credit-policy-2008> and any other terms that we tell you. If you are part of a group of companies, we will treat each separate legal entity within your group individually for the purpose of determining a credit limit. We may at any time elect to reduce or cancel any credit which we provide you if we become aware of any event which has or is likely to have a negative effect on your creditworthiness (including but not limited to: if you enter into a CVA, any credit insurer reduces or cancels its credit with you, adverse publicity regarding your financial situation or an adverse credit agency report).
- 6.5 We will monitor and record your payment performance, and we may make such records available to any credit referencing agency who may share that information with other businesses in assessing applications for credit and in fraud prevention.

### **Reducing Customer Balance Account**

- 6.6 A reducing customer balance account is a prepayment facility. You will pre-pay amounts into this account to maintain a credit balance, which will be used against the Postage you incur for the Products. You must ensure that the balance on your account is sufficient at all times to settle 6 weeks' anticipated Postings and we may suspend your access to any Product without notice if the funds in your account fall below the agreed level.

### **Methods of Settlement**

- 6.7 You can settle your account by Direct Debit, BACS/CHAPS or company cheque. Payment in cash or by credit card or debit card will be accepted at our absolute discretion. All payments shall be made in full in pounds sterling. You are responsible for any bank or other charges, which you incur as part of your payment to us.

## **7. Charges**

- 7.1 The Charges shall be set out in the Price Confirmation Letter or the Rate Card (as applicable) which we provide to you as you enter into this Agreement or as may have been updated from time to time.
- 7.2 You agree to pay the Charges for the Products you use and any Surcharges which apply. If you do not adhere to the Product specifications as set out in the applicable User Guide then we may switch you to a different Product which is appropriate to your actual Postings. In addition, and without prejudice to clauses 7.3 or 7.4, we may vary the Charges on giving you 30 Days' notice in writing or vary the Surcharges on giving you 30 Days' notice in accordance with clause 19.6.
- 7.3 If at any time we are required by Law to vary the Charges or Surcharges then we will do so in which case we will publish such changes on our website (<http://www.royalmail.com>) and use reasonable endeavours to give you written notice as soon as possible. This includes any increase in our Charges or Surcharges following a required increase in our prices as a result of a change of Law. A variation to Charges or Surcharges in these circumstances will have effect on the date we deem appropriate (including immediately, if appropriate).
- 7.4 If you do not post any Items within 60 Days of this Agreement, we will recalculate the Initial Charges set out in the Price Confirmation Letter or Rate Card (as applicable) by applying the prevailing tariff when you first post.
- 7.5 Extra collections may be agreed between you and us for an additional charge (to be agreed before we make any extra collections) based on the actual costs incurred by us in making such extra collections.
- 7.6 You must pay all invoices in full within 30 Days of the date of the invoice, unless we agree otherwise.
- 7.7 We will send you invoices (to the address you give us for this purpose) for the Products each week or, if any Product requires payment of a fee on a fixed or subscription basis, 30 Days before the anniversary or renewal date of that Product. We may terminate the provision of that Product to you if we have not received payment by that renewal date. We may require you to pre-pay for Products.

- 7.8 You should keep copies of all invoices. We may charge you an administration fee if you request duplicate copies. If you have an OBA you can view your invoices at [www.royalmail.com/oba](http://www.royalmail.com/oba).
- 7.9 If you think we have made a mistake in the amount of an invoice you must, within 30 Days of the date of the invoice, notify us, and give us all relevant information to support your claim. If we agree with you, we will make an adjustment to your invoice as necessary.
- 7.10 Unless otherwise stated, all Charges and Surcharges are stated excluding VAT. You must pay any VAT due on the Charges and Surcharges, which will be added to your invoice at the then current rate.
- 7.11 If you do not pay us (or we have a good reason for believing you will not pay us) in accordance with this clause 7, we will be entitled to:
- 7.11.1 stop carrying out our duties under this Agreement without having responsibility to you, as long as we have first given you reasonable notice that we plan to do so;
  - 7.11.2 charge you daily interest on all amounts you do not pay from the date they are due until we receive the payment in full, plus a late payment fee, plus recovery of reasonable costs incurred in recovering the debt (each in accordance with relevant government guidelines). The interest will be the rate specified in accordance with the Late Payment of Commercial Debts (Interest) Act (being a yearly rate equal to 8% above the base lending rate of the Bank of England (as may be updated from time to time)); and/or
  - 7.11.3 in addition to our other rights, offset any amount we owe you under this Agreement against any amounts you owe us. We will offset amounts against the oldest unpaid invoice first.
- 7.12 If we stop providing any Product, we will notify you what you need to do before we can start providing that Product again.
- 7.13 If you do not pay an invoice, we may ask a debt-collection agency to collect the payment on our behalf. If we do this, you must pay us an extra amount. This will not be more than the reasonable costs we have to pay to the agency, who will add the amount to your debt on our behalf. This term applies even if this Agreement has ended.
- 7.14 If we are entitled to charge you an additional amount in relation to any of the Products and you have provided your debit or credit card details to us, we may choose to take such additional amount from such debit or credit card and you consent to us doing so.
- 7.15 If as a result of pre-advice or any other communication you make to us, we provide capacity or resources which exceeds the amount of capacity or resources which we normally provide to you (e.g. we provide additional delivery trucks) and any such additional capacity and/or resources is not fully used in those circumstances then, if we decide (at our absolute discretion), we may invoice you for any costs which we have incurred as a result of providing such unused capacity and/or resources in which case you must make full payment of such invoice within 30 Days.

## **8. Personal data**

- 8.1 Consistent with the guidance from the Information Commissioner's Office; "[How do you determine whether you are a controller or processor?](#)", we are Data Controller of the Personal Data we Process in providing Products to you.
- 8.2 Where you supply Personal Data to us so we can provide Products to you, and we Process that Personal Data in the course of providing 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>.
- 8.3 From time to time we may be obliged by our Regulator to provide it with certain information about you, including your name and address.
- 8.4 If during the course of delivering the services we supply you with any Personal Data you will: (i) only use such data for the purpose for which it was disclosed and (ii) unless where disclosure is required by law, keep such data confidential and not disclose such data to any third party without our prior written agreement.

## **9. PPI Licence**

- 9.1 We grant you a non-exclusive right to use PPIs (which shall terminate immediately upon termination of this Agreement) strictly in accordance with this clause 9 and the other terms of this Agreement.
- 9.2 You must comply strictly with the Design Notes and any other requirements regarding the use of PPIs existing from time to time. Without limiting the above, you may only use a PPI if you:
- 9.2.1 reproduce the PPI only in the form as generated by the artwork generator website <http://www.royalmail.com/produce-ppi> or the PPI which we have specifically provided to you;



- 9.2.2 have first been assigned a PPI licence number and incorporate that PPI licence number into the PPI and do not make any amendment, modification, alteration, or reformatting except with the prior written approval of Royal Mail;
  - 9.2.3 ensure that any PPI used does not contain any date reference;
  - 9.2.4 have an active and fully paid up account, have an OBA and use one of the Products; and
  - 9.2.5 inform us immediately if your contact details change.
- 9.3 A PPI indicates that Postage is payable to Royal Mail. You must pay Postage on Items sent which display the PPI at the appropriate Postage rate for Items of the size, weight and class of the Items sent, at the time of Posting or the Postage payable under the Price Confirmation or the Rate Card. Under no circumstances may you use a PPI without submitting to us a correctly completed Confirmed Sales Order from OBA, and paying the correct Postage to us. You must not use the PPI on any letters, large letters or packets or other items to be collected, conveyed or delivered by a third party.

## **10. Intellectual Property**

- 10.1 You may not use our Intellectual Property except as expressly permitted in this Agreement and subject to any conditions we feel are necessary. You must not use any other marks or other get up which may be associated with or are confusingly similar to those used by us.
- 10.2 All right, title and interest in and to our Intellectual Property belongs, and always will belong, to us or any member of our group companies.
- 10.3 You must not license, assign or register (or attempt any of those acts) in any country our Intellectual Property or our Property or any trade marks, designs, domain names, trading names or business names that are similar to any of the ones we own. You must not license, assign, register or use (or attempt any of those acts) product and service names, logos, trade marks, designs or domain names if they are in a form which is likely to cause confusion or affect the distinctive character of our Intellectual Property.
- 10.4 You must not portray any imagery or words related to Royal Mail in any way which would or may bring Royal Mail into disrepute. You must comply with Royal Mail's policies and guidelines relating to the use of the PPI and payment of Postage. You must not do or suffer to be done anything which may adversely affect the distinctiveness of the PPI or the rights of Royal Mail in and to the PPI or which might reduce their value.
- 10.5 You must ensure that any reproduction of Royal Mail Intellectual Property is accurate and of high quality. Material approved by us must not be changed by you without our prior written consent.
- 10.6 You undertake that no statements or claims in any form will be included on any material that indicate that we, or any member of our group companies has approved or recommended any other goods or services offered by you and/or any of your agents.
- 10.7 This Agreement does not and will not operate to grant you any rights (including without limitation any right to goodwill) in respect of the PPI (except as explicitly provided for under clause 9) or any other Intellectual Property we own. If you wish to use any of our Intellectual Property you must first seek our consent to which we may attach such conditions as we see fit.
- 10.8 Irrespective of your compliance with this clause 10 any goodwill arising from your use of our Intellectual Property will automatically accrue to us, and you must, at your own expense, sign a confirmatory assignment of such goodwill if we ask you to do so.

## **11. Confidentiality**

- 11.1 You and we will treat the terms of this Agreement as confidential and will not share any of its contents with another person without the other's written consent.

## **12. Our Property**

- 12.1 From time to time we may provide you with Property which we think appropriate. You must use only our Property to carry out your duties under this Agreement.
- 12.2 The Property will continue to belong to us and we may inspect it at any time whether on your premises or those of your agent. You or your agent must keep the Property in a secure location, in good condition and use it only for the final preparation of the Items, and transporting and handing them to us, for us to handle under this Agreement. You must not let anyone else use the Property.
- 12.3 We may give you notice to return all or any of our Property:
  - 12.3.1 immediately if you do not comply with clauses 12.1 or 12.2 or we feel that the Property is no longer necessary for you to carry out your duties under this Agreement; or

- 12.3.2 for any reason on at least two weeks' notice.
- 12.4 You must return any Property as soon as possible and in any case within seven Days of receiving our written request or the Agreement ending.
- 12.5 If for any reason you or your agent do not return any items of Property in accordance with this clause 12, or any of the Property returned is damaged (not including fair wear and tear), you must pay us the cost (including VAT) of replacing or repairing that Property. If we give you an invoice for these costs you must pay that invoice within 14 Days of receiving it. You must return all items of damaged Property to us.
- 12.6 If we are not able for any reason to supply you with enough Property, you can still make postings, as long as you meet the other terms of this Agreement which are not affected by us failing to supply the Property. Alternatively you may supply your own property, provided it complies with any standards and safety requirements which we may specify from time to time.

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

- 13.1 Sometimes we may not be able to provide the Products or we may need to change how we provide the Products because of something beyond our reasonable control. The following events and circumstances will be deemed beyond our reasonable control: 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, industrial action (including by our workforce), epidemic, pandemic, governmental actions and any other event or circumstances beyond our reasonable control whether similar or dissimilar to any of the foregoing.
- 13.2 If any of the events described in clause 13.1 happen, we will not be liable at all to you for any breach of this Agreement or otherwise liable for any failure or delay in the performance of our obligations under the Agreement.
- 13.3 We will try to notify you promptly about any event which affects our ability to provide the Products and we will try to resume our obligations as soon as reasonably possible.
- 13.4 If we are not able to carry out our duties fully for more than 4 weeks in a row, you can end this Agreement by giving us notice.

### **14. Our responsibility to you**

- 14.1 Our liability to you is only as expressly set out in these General Terms and the Additional Terms.
- 14.2 Unless stated otherwise in the Additional Terms, 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 (or 14 Days if you have consequential loss compensation) providing satisfactory proof that you posted it and we received it. We will not accept responsibility for claims made after this time.
- 14.3 We offer compensation for loss or damage to items only in relation to Products listed in Appendix C (Compensation Matrix) up to and in accordance with the compensation limits and compensation requirements relevant to each Product as set out in that matrix.
- 14.4 We do not offer compensation for loss or damage to Items in relation to any Products which are not listed in Appendix C (Compensation Matrix).
- 14.5 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.
- 14.6 Notwithstanding any other provision of this Agreement but subject to clause 14.13, where we have made a Change under clause 2.5, we will not consider claims (including for refunds or compensation and will have no liability to you for such claims), which relate to the Change itself. For the avoidance of doubt this will not affect any claims that you may otherwise have under the Agreement which do not arise directly from the Change, for example for loss or damage to items.
- 14.7 We will not be responsible for any Items you post under this Agreement once we have delivered them to a foreign postal service which delivers post in that country where such postal service is not a member of our group.
- 14.8 We will not pay you compensation if we deliver Items late unless you have sent the Items by a Product which specifically includes compensation for delay.
- 14.9 Subject to clause 14.12, we will not be responsible to you in any circumstances for:
- 14.9.1 loss of profit, loss of business, loss of goodwill or loss of business opportunity; or
- 14.9.2 any type of special or indirect loss; or

- 14.9.3 any loss as a result of something else happening, as a consequence of the loss, damage or delay to your Item.
- 14.10 We will make any compensation payments by crediting your account with us or, if your account has been closed, by cheque within 30 Days of the date when we agree your claim is valid.
- 14.11 We will only keep detailed records of your Items and of us delivering your Items if the relevant Additional Terms expressly state this service is provided in relation to a particular Product and, in all other circumstances, we will not keep detailed records of you posting, or us delivering, the Item.
- 14.12 We may be required to carry out security checks of Items. This may involve X-ray screening, decompression and/or in exceptional circumstances, the opening of an Item which fails any of the security checks. We will have no liability to you for any losses or claims resulting from any loss, damage or delay to your Items as a result of carrying out the security checks even if such loss, delay or damage arises from our negligence.
- 14.13 Notwithstanding any other provision of this Agreement, we accept unlimited responsibility for personal injury or death caused by our negligence, or for any losses which are caused by our fraud or fraudulent misrepresentation.
- 14.14 We will not be liable for any Item if you, the owner of the Item or anyone acting on their behalf have been fraudulent or dishonest in any way in respect of that Item. We will not be liable for any Item where any person misrepresents their authority to receive an Item on the Intended Recipient's behalf or on your behalf even if such loss, delay or damage arises from our negligence.
- 14.15 Regardless of any other term in this Agreement, but subject to clause 14.3 and 14.13, our total combined aggregate liability to you in any Contract Year under and/or in connection with this Agreement whether in contract, tort (including negligence), misrepresentation, restitution, for breach of statutory duty will under no circumstances exceed: (1) in respect of loss of or damage to any Item: the amount of postage paid for the affected Item; and (2) in respect of any other liability: the amount of Charges you have paid and are payable in that Contract Year in respect of the applicable Product.

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

- 15.1 If we find that you have not carried out any of your duties or you have breached any term of this Agreement (including giving us the wrong details about the Posting), we may contact you or your agent to decide what action we will take. We may, in addition take any of the following actions:
  - 15.1.1 hold the Items until you give us complete and accurate documentation and you pay any outstanding sums due from you to us;
  - 15.1.2 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;
  - 15.1.3 deliver the Items using the most suitable alternative Product, in which case the Postage, fees and conditions of that Product will apply;
  - 15.1.4 collect, accept or process your Posting in full at a later date than the Day of the Handover;
  - 15.1.5 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;
  - 15.1.6 refuse to collect, receive, accept, process or deliver the Posting;
  - 15.1.7 imposing additional restrictions on you including, but not limited to restricting the locations that we will receive your Items; and/or
  - 15.1.8 end this Agreement immediately upon providing notice to you.
- 15.2 If we try to return your Items to you in accordance with 15.1.2 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 up to 14 Days, following which we may deal with the Items in our absolute discretion.

## **16. Ending or suspending the Agreement**

- 16.1 We can end this Agreement or stop providing any one or more of the Products by giving you at least 30 days' notice. You can end this Agreement by giving us at least 30 days' notice.
- 16.2 We can end this Agreement or stop providing any of the Products immediately if, in our reasonable opinion, you:
  - 16.2.1 use any Product in a way that breaks any Law that applies;
  - 16.2.2 use any Product fraudulently or in connection with a criminal offence;
  - 16.2.3 are in breach of clause 3.17, clause 9 or clause 10;
  - 16.2.4 do anything which damages or may damage our reputation or business or that of our group companies.

- 16.3 Either of us may end this Agreement immediately by giving notice to the other if the other is not complying with any of its responsibilities under this Agreement and:
- 16.3.1 it cannot do anything to put the matter right; or
  - 16.3.2 it can do something to put the matter right but fails to do so within 14 Days of being asked.
- 16.4 Either of us may end this Agreement immediately by giving notice to the other if:
- 16.4.1 the other becomes bankrupt or is not able to pay its debts, make any arrangement with or for the benefit of its creditors, passes a resolution for winding up its business, or a court makes an order to wind up the business (in either case, other than for the purposes of reorganisation), a receiver, manager or an administrator is appointed over any or all of the assets of the other, or anything similar occurs to you under the Laws of any jurisdiction; or
  - 16.4.2 either of us has reasonable grounds to believe that any of the events described in clause 16.4.1 is likely to apply to the other in the near future; and
  - 16.4.3 the other or anyone it employs or for whom it is responsible break any applicable anti-bribery, anti-sanctions, anti-slavery or anti-money laundering Laws in connection with this Agreement and/or any related Products.
- 16.5 Notwithstanding clause 16.1, at our absolute discretion we may terminate the PPI Licence granted at clause 9 at any time on giving you seven Days' notice in writing in which case this Agreement will terminate at the same time.
- 16.6 If this Agreement or the licence at clause 9 is terminated you must immediately:
- 16.6.1 cease using the PPI, stop supplying, distributing and printing the stationery incorporating the PPI and return to us any materials we supplied to you; and
  - 16.6.2 at our absolute discretion and request, either ensure that the PPI is completely concealed on the remaining copies of such stationery (for example by over-labelling of the whole of the PPI) or destroy the remaining copies of such stationery and provide us with a certification signed by one of your directors that all remaining copies are destroyed.
- 16.7 If you fail to comply with clause 16.6, we may on reasonable notice, have access to your premises for the purpose of recovering stocks of materials bearing a PPI.
- 16.8 If this Agreement expires or is terminated, we will each continue to retain our rights against each other existing at the date of such expiry or termination.
- 16.9 If we receive Items after this Agreement has terminated or expired, we may, at our absolute discretion, deliver or return such Item either at a charge which we determine or at a charge which we agree with you.

## **17. No Transfer of Employees**

- 17.1 The parties do not consider that TUPE will apply upon commencement of the provision of any Product under the terms of this Agreement.
- 17.2 If any contract of employment or engagement or any liability regarding the employment or engagement of any person has transferred or is alleged to have transferred to us or any member within our group of companies in connection with the commencement of this Agreement or the provision of any Product (or any part of them) (**Transferring Employee**), you shall indemnify and hold harmless us and/or any member within our group of companies against all Liabilities incurred in connection with the employment or engagement of any and all Transferring Employees, the termination of such employment or engagement, and/or any alleged breach of TUPE.

## **18. Resolving disputes**

- 18.1 We will try to resolve any disputes with you. However, if we cannot agree, either of us can refer the dispute to any recognised dispute resolution service.

## **19. Notices**

- 19.1 Any notice we ask you to provide under this Agreement must be given in writing in English or Welsh.
- 19.2 When we need to contact you or send you a notice, we may use your invoice address, email address, or other address that you have provided to us. You must keep your account with us updated with a valid email address. Any notice or communication which we send to you (whether by post or by email) may include a link to our website to access further information.
- 19.3 If you need to send us a notice, you must use either the address on your last invoice or any other address we have given to you for that purpose. You must send notices to us either by first-class post,

by a signed for service, by courier or by email (but not by fax). You can also deliver them to us in person.

- 19.4 Unless clause 19.5 applies, we will class any notice to have been given:
- 19.4.1 if it was sent by email or courier or delivered by hand, when received at the place it was sent to (and in the case of a notice sent by email if an out of office message is received the notice is classed as having been received) unless the time you or we receive the notice is after 5pm on any Working Day, in which case we will class the notice as having been received at 9am the following Working Day; or
- 19.4.2 if it was sent by post or by a signed for service, two Working Days after the date it was despatched.
- 19.5 Notices sent by email and for which the sender has received an automatic report or reply that the email was not successful or was undeliverable are classed as having not been received.
- 19.6 Notwithstanding the foregoing provisions of this clause 19, we may give you notice of any changes to Surcharges, or any notice under clause 13.3, by publishing a notice on our website (<http://www.royalmail.com>). Any notice given under this clause 19.6 will be deemed to have been given on the date the notice is published on our website.

## **20. Changes to this Agreement**

- 20.1 We may change the terms of this Agreement or introduce new terms for our Products by giving notice to you and/or by publishing such changes or new terms on our website. We will notify you of any change to this Agreement which we believe to be significant at least 30 Days before it happens.
- 20.2 We will notify you what Additional Terms apply when you apply for a new Product in which case those Additional Terms will be binding on us and you.
- 20.3 We may need to make changes to this Agreement for reasons which are outside of our control, for legal or for regulatory reasons. If we need to make changes for these reasons, we will let you know by giving notice to you and/or by publishing such changes or new terms on our website as soon as we can, but we will not have to meet the timescales in clause 20.1.
- 20.4 We reserve the right to vary the terms of the PPI licence at clause 9 at any time on 7 Days' notice.

## **21. Transferring this Agreement**

- 21.1 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.
- 21.2 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.

## **22. General**

- 22.1 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.
- 22.2 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.
- 22.3 This Agreement is governed by the Laws of England.
- 22.4 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.

## **23. 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 call us on 03457 950 950 or email us via our small online form found at the bottom of our dedicated help page.



**Appendix A – Definitions**

<b>A3 Parcel</b>	an Item which is not a Letter or Large Letter, and is no larger than 420 millimetres by 297 millimetres, no thicker than 25 millimetres, and no heavier than 750 grams
<b>Account Mail</b>	an Item that has a barcode provided by Royal Mail and your account number printed in the printed postage impression as detailed in the Account Barcode Unsorted User Guide at <a href="http://www.royalmailtechnical.com/User_Guide.cfm">http://www.royalmailtechnical.com/User_Guide.cfm</a>
<b>Actual Posting Profile</b>	is the indicator of your actual Postings which we establish by sampling your Postings to compare the actual profile of the Items you send (including details of the customer name, account number, delivery postcode and number of Items) with the information in the pre-advice
<b>Additional Terms</b>	the Operational Terms, the Specific Terms and the OBA Specific Terms
<b>Advanced Mail Item</b>	an Item that either has a licence number and barcode printed on your Items or a barcode and your account number printed in the PPI as detailed in the Marketing Products User Guide
<b>Advertising Mail Item</b>	an Item in a Posting which comprises largely uniform messages to all addressees, with the purpose of promoting the sale or use of products or services, or to encourage contribution to, or support of, a cause; and is eligible for the Mailing Standards Levy. A customer magazine (not a membership magazine) will be an Advertising Mail Item provided that firstly it meets the requirements of Advertising Mail as in the Specific Terms for Marketing, secondly it is not paid for by the Intended Recipient and finally it forms part of your marketing and communication mix. An invoice, bill, a financial statement or a communication combining Advertising Mail Items with other items in the same wrapping is not an Advertising Mail Item (except where it is a customer magazine as described above)
<b>Agreed Percentage</b>	the percentage of Special Delivery Guaranteed by 9am or Special Delivery Guaranteed by 1pm Items to be delivered on Saturdays, as specified in the Price Confirmation Letter
<b>Agreement</b>	has the meaning given to that term in clause 1.1 of the General Terms
<b>Average Daily Posting</b>	the average number of Postings each Day, calculated by dividing your total number of Postings each year by the number of Days each year on which you make a Posting
<b>Bank Holiday</b>	any public or bank holiday in any part of the UK or Northern Ireland
<b>BFPO</b>	British Forces Post Office
<b>Bladed Items</b>	The bladed items described on <a href="http://www.royalmail.com/prohibitedgoods/business">www.royalmail.com/prohibitedgoods/business</a>
<b>CAP Code</b>	the UK Code of Non-broadcast Advertising, Sales Promotion and Direct Marketing
<b>Charges</b>	the charges which apply to the Products, as set out in this Agreement (and as may be as varied from time to time in accordance with this Agreement)
<b>Clear Addressing Guide</b>	the guide for letter envelope design and clear addressing available on our website at <a href="https://www.royalmail.com/help-and-support/how-to-address-your-mail-correctly%20">https://www.royalmail.com/help-and-support/how-to-address-your-mail-correctly%20</a>

<b>Confirmed Order</b>	<b>Sales</b>	the document you create when you confirm your order using the OBA
<b>Contract Year</b>		the period of 12 calendar months from the date on which we enter into this Agreement and each subsequent consecutive period of 12 calendar months until termination of this Agreement
<b>Customer Collection Receipt</b>		the document with that name which we provide for you to complete, or another form of this document which we have previously agreed with you
<b>Customer Sortation Database</b>		the Microsoft Excel™-based database which sets out the correct container selection for every postcode
<b>Databases</b>		the Royal Mail Selection Files, the Royal Mail Customer Final Label Files and/or any other database we may license to you from time to time
<b>Data Controller</b>		has the meaning given in the GDPR
<b>Data Protection Legislation</b>		means GDPR, including as it (subject to applicable amendments) forms part of domestic Law of all or any part of the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2019 (the " <b>UK GDPR</b> "), together with the Data Protection Act 2018, in each case as the same may be replaced, supplement, substituted or amended from time to time.
<b>Day</b>		a calendar day, being a period of 24 hours running from midnight to midnight
<b>Delivery Confirmation</b>		occurs when a scan is taken by Royal Mail upon delivery or attempted delivery to the addressee or to another address such as a neighbour
<b>Design Notes</b>		a specification to be followed by customers producing their own artwork with a PPI. The PPI design cannot be altered other than to insert the PPI licence number and, where appropriate, a town name. All other text must remain fixed. Refer to <a href="https://business.help.royalmail.com/app/answers/detail/a_id/720/~/printed-postage-impression-%28ppi%29-design-notes">https://business.help.royalmail.com/app/answers/detail/a_id/720/~/printed-postage-impression-%28ppi%29-design-notes</a>
<b>Designated Postal Operators</b>		refers to the national postal operators of a country that is a member of the UPU and which is tasked by their government to fulfil the government's obligations under the UPU treaties
<b>Discount</b>		the amount by which the prices paid by you are reduced from the prices set out in each Rate Card or Price Confirmation Letter where applicable
<b>Early Collection Products</b>		Early Collect™, Early Extraction™ and/or Pre-sorted Delivery
<b>Exceptional Posting</b>		either or both of the following:
	a)	a Posting of more than the following volumes:

	Sorted Products; Royal Mail 24; Royal Mail 48; Royal Mail Tracked 24 and Royal Mail Tracked 48	all other Products
Letters	1 million Items	250,000 Items

Large Letters	500,000 Items	100,000 Items
Parcels	250,000 Items	60,000 Items
Special Delivery <sup>TM</sup>	Does not apply	20,000 Items

b) a Posting which includes Items which will not fit through an average-sized letter box

**Flat Rate**

means a standard charge calculated by us based on your Posting profile for each Item where such standard charge applies for a fixed period of time

**Format**

a description of an Item which is either a Letter, Large Letter, A3 Parcel or Parcel

**GDPR**

the General Data Protection 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,

**General Terms**

the main body of this document

**Goods Fulfilment Item**

a Letter or Large Letter which comprises of or contains anything (including but not limited to printed material) which has an intrinsic or resale value (whether or not it has been paid for by the addressee or other recipient), such as:

- a) goods and articles sent in fulfilment of an order or request made to the sender, seller, supplier or publisher;
- b) gifts and unsolicited goods;
- c) collectibles; and
- d) spares and replacement parts.

**Handover**

the time at which we finish collecting a Posting from you or you finish delivering a Posting to us

**Handover Point**

that part of your, your agent's, or our premises (or any other point as we may agree) where the Items are handed over to us

**Initial Charges**

the Charges calculated by us, initially based on the information you provide to us, before we start providing a Parcel Product to you

**Initial Period**

the first three months from the date we begin to provide you with Parcel Products under the Agreement

**Initial Posting Profile**

your expected Posting profile calculated by us initially before we start providing the Products to you, based on the information you provide to us at that time

**Intellectual Property**

patents, trade marks and service marks, rights in business and trade names and get-up, copyright and neighbouring rights, topography rights, database rights, design rights, goodwill, trade secrets and confidentiality rights, rights in domain names, rights in know-how and all other intellectual property rights and rights or forms of protection of a similar nature anywhere in the world whether or not any of them are registered

<b>Intended Recipient</b>	the person an Item is addressed to
<b>International Business Mail</b>	the International Business Mail Product with one or more of the following options provided by Royal Mail: a) Mixed b) Letters c) Large Letters d) Tracked Returns
<b>International Business Services</b>	International Business Parcels and International Business Mail
<b>International Business Parcels</b>	the International Business Parcels Product with one or more of the following options provided by Royal Mail: a) Tracked b) Signed c) Standard
<b>International Business User Guide</b>	user guides relevant to International Business Mail and International Business Parcels Products, URLs to which are set out in Part C of Appendix B of the General Terms
<b>International Prohibited Materials</b>	the materials listed on <a href="http://www.royalmail.com/prohibitedgoods/business">www.royalmail.com/prohibitedgoods/business</a>
<b>International Restricted Materials</b>	the materials listed on <a href="http://www.royalmail.com/prohibitedgoods/business">www.royalmail.com/prohibitedgoods/business</a>
<b>Item(s)</b>	mail in any Format which you give to us, to handle and deliver under the terms of this Agreement
<b>Late Access Service</b>	the service whereby we may collect your Items later than your normal Latest Posting Time on a Working Day
<b>Large Letter</b>	either a Large Letter: Machine Readable or Large Letter: Non-Machine Readable
<b>Large Letter: Machine Readable</b>	an Item which is not a Letter, and is no larger than 345 millimetres by 245 millimetres, no thicker than 10 millimetres, and no heavier than 750 grams
<b>Large Letter: Non-Machine Readable</b>	an Item which is not a Letter, and is no larger than 353 millimetres by 250 millimetres, no thicker than 25 millimetres, and no heavier than 750 grams
<b>Latest Posting Time</b>	for Items we collect from you or your agent, the latest posting time is the time by which you or your agent must have loaded the Items onto our vehicle and given us all the relevant and complete documentation and for Items you or your agent hands over to us, the latest Posting time is the

time by which you or your agent must have unloaded the Items and given us the relevant and complete documentation

<b>Law</b>	any applicable law, statute, bye 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>Letter</b>	an Item which is no larger than oversized C5 (240 millimetres by 165 millimetres), no thicker than 5 millimetres, and no heavier than 100 grams
<b>Liabilities</b>	in relation to any matter, all damages, losses, liabilities, costs (including legal costs), charges, expenses, actions, proceedings, claims, penalties, fines and demands incurred or suffered by or brought or made against the relevant party (and Liability will be construed accordingly)
<b>Local Mail Item</b>	an Advanced Item being sent by Business Mail where the outward and inward mail centres are the same and in relation to which we do not incur transportation costs to, or further sortation costs at, the outward mail centre
<b>Mail Consumables</b>	any items or products which We provide to you in order to assist or enable you to use Our Products (including but not limited to labels, bags, bag ties (this is a non-exhaustive list))
<b>Mailing Standards Levy</b>	the voluntary Mailing Standards Levy set by the ' <b>Advertising Standards Board of Finance</b> ' ( <b>ASBOF</b> ), which is charged and collected by postal operators on behalf of ASBOF to help finance the self-regulatory system administered by the Advertising Standards Authority. The levy equates to 0.2% of the price charged for each direct mailing Item and is payable by you in addition to the Charges
<b>Mailmark Item</b>	an Item which is a Letter or Large Letter to which you have applied a Mailmark Barcode as required by the Mailmark machine readable letters and large letters chapter of the Marketing Products user guide at <a href="http://www.royalmailtechnical.com/User_Guide.cfm">http://www.royalmailtechnical.com/User_Guide.cfm</a>
<b>Mailmark Barcode</b>	a barcode which is either a Royal Mail 2D data matrix barcode or a Royal Mail 4-state barcode which contains encoded data and offers eManifest and Batch level reporting
<b>Marketing Products</b>	Royal Mail Advertising Mail®; Advertising Mail™ with Response; Royal Mail Publishing Mail®; Subscription Mail; Business Mail 1st Class; Royal Mail Business Mail®; and Local Mail
<b>Marketing User Guide</b>	the User Guides relevant to the Marketing Products, URLs to which are set out in Part C of Appendix B of the General Terms
<b>Nominated Location</b>	the alternative delivery location for your Item(s) specified by you
<b>OBA Specific Terms</b>	the terms and conditions which apply to your use of the OBA as set out at <a href="https://www.royalmail.com/online-business-account-oba/terms-and-conditions">https://www.royalmail.com/online-business-account-oba/terms-and-conditions</a>
<b>OBA</b>	a specific online business account giving you access to our secure online system through which you can order the Products on account, as set out in the OBA Specific Terms
<b>OCR</b>	optical character recognition



<b>OCR Item</b>	an Item addressed using our given styles or recommended typefaces so that our sorting machines can read them
<b>Operational Terms</b>	the User Guides and any other terms which set out how Items should be presented as we may notify from time to time
<b>Parcel</b>	an Item which is not a Letter, Large Letter or A3 Parcel, and is no larger than 460 millimetres by 610 millimetres by 460 millimetres and no heavier than 20 kilograms. For tubular, squarely cuboid and long rectangular packages, the length plus twice the diameter must not go over 1040 millimetres or be more than 900 millimetres long
<b>Parcel Products</b>	has the meaning given to that term in Part A of Appendix B of the General Terms
<b>Parcels User Guide</b>	the User Guide relevant to the Parcels Products, the URL to which is set out in Part C of Appendix B of the General Terms
<b>Payment Mark</b>	any of: a PPI; a franking-machine impression; and a barcode you have taken from a Royal Mail approved website and printed on each Item
<b>Periodical</b>	a magazine, newsletter or journal which meets the conditions set out in the Marketing Products User Guide at the Publishing Mail User Guide at <a href="http://www.royalmailtechnical.com/User_Guide.cfm">http://www.royalmailtechnical.com/User_Guide.cfm</a>
<b>Personal Data</b>	has the meaning given in the GDPR
<b>Postage</b>	the amount you must pay for each Posting calculated in accordance with clause 7 of the General Terms
<b>Posting</b>	a consignment of your Items prepared in line with this Agreement
<b>Posting Day</b>	a Working Day on which we accept Items from you for delivery on the terms of this Agreement
<b>PPI</b>	a printed postage impression
<b>Pre-Advice</b>	the electronic pre-advice file which you must give us in the form we specify (this data will include but not be limited to information relating to the sender and recipient; account details and number of Items)
<b>Process</b>	has the meaning given in the GDPR
<b>Price Confirmation Letter</b>	if applicable, the letter which sets out the Charges payable by you for the Products referred to in that letter
<b>Products</b>	the products listed in Part A of Appendix B of the General Terms
<b>Prohibited Materials</b>	the materials listed on <a href="http://www.royalmail.com/prohibitedgoods/business">www.royalmail.com/prohibitedgoods/business</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>Prohibited Packaging</b>	a Letter or Large Letter which comprises of or contains anything (including but not limited to printed material) which has an intrinsic or resale value (whether or not it has been paid for by the addressee or other recipient), including but not limited to:

- a) padded envelopes;
- b) cardboard; and
- c) any other stiff or inflexible packaging that cannot easily be manually folded

<b>Proof of Delivery</b>	evidence of receipt obtained from the Intended Recipient or the Representative at the time of delivery
<b>Property</b>	stationery (including bag labels, other labels, bag ties and despatch books), containers (including rigid stackable containers (known as cages), mailbags and trays, wheeled containers (known as Yorks), and other equipment (including final-label printing equipment)
<b>Publishing Mail</b>	the service we offer for Periodicals
<b>Publishing Mail Posting</b>	A consignment of your Items, made up of one type of Periodical
<b>Rate Card</b>	if applicable, our tariff prices for the Products as published by us from time to time and available on <a href="http://www.royalmail.com/current-postage-prices">http://www.royalmail.com/current-postage-prices</a>
<b>Regulator</b>	Ofcom, or the organisation that may take over its duties
<b>Remail</b>	has the meaning given to it under Article 28 of the Universal Postal Union Convention
<b>Representative</b>	someone other than the Intended Recipient at the delivery address or a neighbour
<b>Response Products</b>	Business Reply Standard; Business Reply Plus; Freepost Standard; Freepost Plus; Freepost NAME; Pre-Pay Reply; and Admail
<b>Restricted Materials</b>	the materials listed on <a href="http://www.royalmail.com/restrictedgoods/business">www.royalmail.com/restrictedgoods/business</a>
<b>Return Item</b>	an Item returned to you in the post by or on behalf of the Intended Recipient
<b>Royal Customer Label Files</b>	Royal Mail's database containing certain data to be printed on all Products' final bag, tray or bundle labels
<b>Royal Mail Licence Agreement for Response Services</b>	the licence terms set out at <a href="https://www.royalmail.com/sites/default/files/ResponseServices_TermsConditions_Apr12.pdf">https://www.royalmail.com/sites/default/files/ResponseServices_TermsConditions_Apr12.pdf</a>
<b>Royal Mail Safeplace Material</b>	any of your material which promotes the Royal Mail Safeplace™ option to your customers, including co- branded material with your own name and logos
<b>Royal Mail Selection Files</b>	the Royal Mail selection files containing a record of every postcode sector and which assigns to each postcode sector a unique three and five-digit code
<b>Sanctions Laws</b>	all laws, export controls, regulations and orders imposing sanctions (including trade restrictions and economic sanctions) on countries, individuals or entities

<b>Sales Order Summary</b>	the document your Shipping Solution creates as part of the end of day manifesting and submission of order to OBA
<b>Saturday Guaranteed Delivery</b>	a service available for Items sent using Special Delivery Guaranteed by 9am or Special Delivery Guaranteed by 1pm which, for an additional fee and subject to this Agreement, guarantees delivery on a Saturday for Items handed over to us on Friday, either by 9am or 1pm depending on level of service purchased
<b>Selection</b>	the selections that you or your agent make for Royal Mail 24 and Royal Mail 48 Items in line with the Customer Sortation Database
<b>Shipping Solution</b>	any one or more of: Royal Mail Pro-Shipping; Royal Mail API Shipping; Royal Mail Click and Drop; and any third party integrator (selected in accordance with clause 2.6).
<b>Signature Capture Option</b>	the option available for Royal Mail Tracked 24 and Royal Mail Tracked 48 whereby we agree to obtain a signature from the Intended Recipient or their Representative in respect of an Item, as described in the Parcels User Guide
<b>Signed Option For™</b>	the option, whereby we will only deliver an Item once Proof of Delivery has been obtained from the Intended Recipient of the Item or their Representative, which is available for Royal Mail 24 and Royal Mail 48, Royal Mail Tracked Returns 24 and Royal Mail Tracked Returns 48 and 1st Class and 2nd Class Account Mail (Parcels)
<b>Site</b>	the premises from which your Items are sent or to which they are returned
<b>Site Inspection</b>	an inspection of your Sites to assess your Posting Profile and to check the average size and weight of Items that you post
<b>Sorted Items / Sorted Products</b>	those Products which have sortation options, as described in the Additional Terms
<b>Specific Terms</b>	the specific terms which apply to the Products as set out in Part B of Appendix B of the General Terms
<b>Staff</b>	your employees, agents or contractors
<b>Subscription Mail</b>	the service we offer for Titles
<b>Subscription Mail Posting</b>	a consignment of your Items, made up of one type of Title
<b>Surcharges</b>	any fuel and other surcharges which we may apply to the Charges under this Agreement as set out at <a href="http://www.royalmail.com/surcharges">www.royalmail.com/surcharges</a>
<b>Title</b>	a magazine, newsletter or journal (including customer and membership magazines) which meets the conditions set out in the Subscription Mail User Guide at <a href="http://www.royalmailtechnical.com/User_Guide.cfm">http://www.royalmailtechnical.com/User_Guide.cfm</a>

<b>Tracked Products</b>	Special Delivery Guaranteed by 9am; Special Delivery Guaranteed by 1pm; Special Delivery Guaranteed Returns; Special Delivery Guaranteed Returns; Royal Mail Tracked 24; Royal Mail Tracked 48; Royal Mail Tracked Returns 24; Royal Mail Tracked Returns 48; International Business Parcels with the Tracked option and International Business with Signed Option
<b>Tracked Returns Enhancements</b>	the enhanced product provided by us in relation to Royal Mail Tracked Returns 24 and Royal Mail Tracked Returns 48
<b>TUPE</b>	the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or replaced from time to time
<b>UPU</b>	Refers to the Universal Postal Union
<b>User Guide</b>	the user guide which applies to the Product which you are using as set out in Part C of Appendix A of the General Terms
<b>Valuables</b>	<ul style="list-style-type: none"><li>a) jewellery containing diamonds, precious metal and/or precious stones with a retail value of greater than £100;</li><li>b) watches (the cases of which are made totally or mainly of precious metal) with a retail value of greater than £100;</li><li>c) any diamonds, precious stones, or precious metals with a retail value of greater than £100;</li><li>d) any precious metal that has been made to add a retail value of greater than £100 to the raw material (including coins used for ornament);</li><li>e) articles similar to any of those referred to in (a) – (d)) above where such articles have a retail value of greater than £100;</li><li>f) any similar articles with a value other than the value of the workmanship; or</li><li>g) money (including, tickets, coins (of any currency), bank notes (of any currency), postal orders, cheques; unused postage and revenue stamps and National Insurance stamps; exchequer bills, bills of exchange, promissory notes and credit notes; bonds, coupons and other investment certificates; and coupons, vouchers, tokens, cards, stamps and other documents that can be exchanged for money, goods or services, dividend warrants uncrossed and payable to bearer or bond coupons)</li></ul>
<b>Working Day</b>	Monday to Saturday excluding any Bank Holiday, except that, in the case of Special Delivery Guaranteed by 9am and Special Delivery Guaranteed By 1pm Saturday will only be included if you have opted to have a Saturday Guaranteed Delivery
<b>Wrapping and Packaging Guidelines</b>	our wrapping and packaging guidelines available on our website at <a href="http://www.royalmail.com/packaging">http://www.royalmail.com/packaging</a>
<b>writing or written</b>	includes communication by email

**Appendix B – Products, relevant Specific Terms and relevant User Guides**

*The below tables set out the Products which are subject to this Agreement and the Specific Terms and User Guides applicable to those Products.*

<b>Part A – List of Products</b>			
<b>Parcels Products</b>	<b>Marketing Products</b>	<b>International</b>	<b>Other Products under the General Terms</b>
1st Class Account Mail (Parcels)	Royal Mail Advertising Mail®	International Business Mail	Business Reply Plus
2nd Class Account Mail (Parcels)	Royal Mail Publishing Mail®	International Business Parcels	Freepost Standard
Royal Mail 24®	Business Mail 1st Class	Tracked	Freepost Plus
Royal Mail 48®	Royal Mail Business Mail®	Signed	Freepost NAME
Royal Mail Tracked 24®	Subscription Mail	Standard	Pre-Pay Reply
Royal Mail Tracked 48®		Tracked Returns	Admail
Royal Mail Tracked Returns® 24			Business Reply Standard
Royal Mail Tracked Returns® 48			Early Extraction™
Royal Mail Special Delivery Guaranteed by 9am®			Early Collect™
Royal Mail Special Delivery Guaranteed by 1pm®			Presorted Delivery
Royal Mail Special Delivery Guaranteed Returns®			International Business Mail Response
			International Business Parcel Returns

<b>Part B – Specific Terms relevant to each Products</b>			
<b>Parcels Products</b>	<b>Marketing Products</b>	<b>International</b>	<b>Other Products under the General Terms</b>
<a href="#">Specific Terms for Parcels</a>	<a href="#">Specific Terms for Marketing</a>	<a href="#">Specific Terms for International</a>	Response Services



			<p><a href="#">Click here for Specific Terms</a></p> <p>Early Collect™</p> <p><a href="#">Click here for Specific Terms</a></p> <p>Pre-Sorted Delivery <b>and</b> Early Extraction™</p> <p><a href="#">Click here for Specific Terms</a></p>
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## Appendix B - Products, relevant Specific Terms and relevant User Guides (cont'd)

<b>Part C – User Guide applicable to each Product</b>			
<b><i>Parcels Products</i></b>	<b><i>Marketing Products</i></b>	<b><i>International</i></b>	<b><i>Other Products under the General Terms</i></b>
<p>The Royal Mail Parcels User Guide</p> <p><a href="http://royalmail.com/terms-and-conditions#documents">http://royalmail.com/terms-and-conditions#documents</a></p>	<p>Advertising Mail</p> <p><a href="https://www.royalmail.com/business/services/sending/specialist-services/advertising-mail">https://www.royalmail.com/business/services/sending/specialist-services/advertising-mail</a></p> <p>Publishing Mail</p> <p><a href="https://www.royalmail.com/business/services/sending/specialist-services/publishing-mail">https://www.royalmail.com/business/services/sending/specialist-services/publishing-mail</a></p> <p>Business Mail</p> <p><a href="https://www.royalmail.com/business/services/sending/letters-uk/business-mail">https://www.royalmail.com/business/services/sending/letters-uk/business-mail</a></p> <p>Subscription Mail</p> <p><a href="https://www.royalmailtechnical.com/Products_Subscription_Mail.cfm">https://www.royalmailtechnical.com/Products_Subscription_Mail.cfm</a></p> <p>Other Marketing, publishing and general correspondence Products</p> <p><a href="http://www.royalmailtechnical.com/user_guide.cfm">http://www.royalmailtechnical.com/user_guide.cfm</a></p>	<p>International Business Mail</p> <p><a href="http://www.royalmail.com/internationalbusinessmail">www.royalmail.com/internationalbusinessmail</a></p> <p>International Business Parcels</p> <p><a href="http://www.royalmail.com/internationalbusinessparcels">www.royalmail.com/internationalbusinessparcels</a></p> <p>International Tracked Returns</p> <p><a href="https://www.royalmail.com/terms-and-conditions#documents">https://www.royalmail.com/terms-and-conditions#documents</a></p>	<p>Response Services</p> <p><a href="http://royalmail.com/terms-and-conditions#documents">http://royalmail.com/terms-and-conditions#documents</a></p> <p>Pre-sorted Delivery and Early Extraction</p> <p><a href="https://www.royalmail.com/corporate/mail-management/inbound/presorted-delivery">https://www.royalmail.com/corporate/mail-management/inbound/presorted-delivery</a></p> <p>Early Collect</p> <p><a href="https://www.royalmail.com/corporate/mail-management/inbound/early-collect">https://www.royalmail.com/corporate/mail-management/inbound/early-collect</a></p>

## Appendix C - Compensation

Product	Maximum compensation payable by Royal Mail in respect of a claim under the relevant Product
<p><b><u>Royal Mail Tracked 24®</u></b> <b><u>Royal Mail Tracked 48®</u></b></p>	<p><b>The LOWER of:</b></p> <ul style="list-style-type: none"> <li>The market value of the Item (not including the market value of any message or information it carries) at the time the Item was lost; or</li> <li>£100.</li> </ul>
<p><b><u>Royal Mail Tracked Returns 24®</u></b> <b><u>Royal Mail Tracked Returns 48®</u></b></p>	<p><b>The LOWER of:</b></p> <ul style="list-style-type: none"> <li>The market value of the Item (not including the market value of any message or information it carries) at the time the Item was lost;</li> <li>£100 for customers who have signed-up to or migrated to the barcoded tracked returns Royal Mail Tracked Returns 24® or Royal Mail Tracked Returns 48®products; or</li> <li>£50 for customers who have not signed-up to or migrated to the barcoded tracked returns Royal Mail Tracked Returns 24® or Royal Mail Tracked Returns 48®products.</li> </ul>
<p><b><u>Special Delivery Guaranteed by 9am®</u></b> <b><u>Special Delivery Guaranteed by 1pm®</u></b></p>	<p><b>The LOWER of:</b></p> <ul style="list-style-type: none"> <li>The market value of the Item (not including the market value of any message or information it carries) at the time the Item was lost; or</li> <li>£750 or the maximum amount of additional compensation you have paid for (whichever is the higher).</li> </ul> <p>The sterling equivalent value of foreign exchange bank notes or traveller's cheques which you include in an Item will be the value worked out at the date you give us that Item and will apply until the later of the date we deliver the Item or the date we settle any claim you make.</p>
<p><b><u>International Business Parcels with the Signed option</u></b> <b><u>International Business Parcels with the Tracked option</u></b></p>	<p><b>The LOWER of:</b></p> <ul style="list-style-type: none"> <li>The market value of the Item (not including the market value of any message or information it carries) at the time the Item was lost; or</li> <li>in relation to International Business Parcels with the <b>Signed</b> option: £50 or the maximum amount of additional compensation you have paid for (where we offer additional compensation) up to a limit of £250.</li> <li>in relation to International Business Parcels with the <b>Tracked</b> option: £100 or the maximum amount of additional compensation you have paid for (where we offer additional compensation) up to a limit of £300.</li> </ul> <p><b>In addition, our liability is limited as follows:</b></p> <ul style="list-style-type: none"> <li>the maximum compensation payable when additional compensation has been purchased for Items containing coins, banknotes or currency notes, securities or instruments payable to bearer (e.g. cheques; bankers drafts; travellers cheques) is limited to £100 per Item; and</li> </ul> <p>in relation to International Business Parcels with the <b>Signed</b> option (only): additional compensation is not available for electronic devices such as mobile telephones, smartphones, tablets, notebooks or personal digital assistants. Therefore, the maximum compensation payable for loss or damage to one of these electronic devices is £50.</p>

<p><b><u>International Tracked Returns</u></b></p>	<p><b>The LOWER of:</b></p> <ul style="list-style-type: none"><li>• The market value of the Item (not including the market value of any message or information it carries) at the time the Item was lost; or</li><li>• £100 per Item.</li></ul>
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