

**Valid from 4 April 2022**  
**Royal Mail Terms and Conditions for Sale of Retail Products to Retailers and Wholesalers**

**1. DEFINITIONS**

1.1. In these terms and conditions:

"Contract" means the contract between Royal Mail and the Purchaser for the sale and purchase of Retail Products in accordance with these terms and conditions;

"Delivery Office" means a delivery office within Royal Mail's network which serves a geographically defined area of the UK.

"EDI" means Electronic Data Interchange, a standardised way of exchanging messages;

"Order" means an order for Retail Products submitted by the Purchaser in accordance with clause 2.4;

"Postage Stamp Retail Products" means postage stamp products (both ordinary tariff and large letter tariff) including books of stamps and any stamp rolls or sheets of any denomination;

"Purchaser" means a person or other legal entity that is a Retailer and/or Wholesaler;

"Retailer" means a person or other legal entity that submits an order for Retail Products in order to sell Retail Products to members of the general public;

"Retail Outlet" means an outlet from which a Purchaser sells Retail Products and which has been approved in advance by Royal Mail;

"Retail Products" means an item listed in an Order or otherwise offered for sale to Purchasers by Royal Mail subject to these terms and conditions, as set out on Royal Mail's website at [royalmail.com/retailer](http://royalmail.com/retailer) as amended by Royal Mail from time to time and shall include Postage Stamp Retail Products;

"Royal Mail" means Royal Mail Group Limited, a company registered in England and Wales, with company number 4138203 whose registered office is at 185 Farringdon Road, London, United Kingdom EC1A 1AA;

"Royal Mail Intellectual Property" means the Royal Mail cruciform logo, the mark Royal Mail, images of postage stamps, postal indicia and any other 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 (registered or otherwise), goodwill, trade secrets and confidentiality rights, rights in domain names, rights in know-how and all rights or forms of protection of a similar nature whether or not registered or registrable owned by Royal Mail or any subsidiary company of Royal Mail or its or their licensors;

"Sales Promotion" means any promotion run by Royal Mail for a limited period of time in relation to the sale of Retail Products;

"Website" means [royalmail.com](http://royalmail.com)

"Wholesaler" means a person or other legal entity that submits an order for Retail Products in order to sell Retail Products to other businesses;

"Working Day" means Monday to Friday excluding Public and Bank Holidays in England, Wales and Scotland; and

"Working Hours" means hours of business between 8.30am and 5.00pm in the United Kingdom, on a Working Day.

1.1. In these terms, unless the context requires otherwise:

- (a) words denoting the singular includes the plural and vice versa and references to a person include any corporate or unincorporated body;
- (b) references to clauses are to clauses of these terms;
- (c) the headings in these terms are included for convenience only and will not affect its interpretation;
- (d) writing and written includes e-mail, except where expressly stated otherwise;
- (e) the terms including, include, in particular or any similar expression will not limit the sense of the words preceding those terms; and
- (f) a reference to a statutory provision is a reference to that provision as amended from time to time

**2. ORDER AND ACCEPTANCE**

2.1. These terms and conditions set out the terms under which Royal Mail shall sell Retail Products to Purchasers.

2.2. Each Order shall be deemed to be a separate offer by the Purchaser to purchase Retail Products in accordance with these terms and conditions, which Royal Mail shall be free to accept or decline at its absolute discretion.

2.3. A Contract is formed each time an Order is accepted by Royal Mail. For the avoidance of doubt, acceptance of an Order shall take place on receipt by Royal Mail of payment in cleared funds for the Order, or on dispatch of the Order for delivery, whichever is the earliest.

2.4. An Order shall be submitted by making a request to Royal Mail for Retail Products either on the website, e-mail, EDI (to the addresses set out at clause 14.9 below) or, during Working Hours by telephone, (by calling the number set out at clause 14.9 below) setting out the type and quantity of Retail Products the Retailer wishes to purchase.

2.5. Royal Mail reserves the right at any time to withdraw a Retail Product from sale and in such an event Royal Mail will refund any monies paid by the Purchaser in respect of unfulfilled Orders of such Retail Product. If Royal Mail withdraws from use any Postage Stamp Retail Product, the Purchaser may apply to Royal Mail to swap any stock of such withdrawn Postage Stamp Retail Product for alternative Postage Stamp Retail Products of equal value. Royal Mail will approve such applications provided the Purchaser complies with all reasonable requirements of Royal Mail in relation to the swap (including but not limited to the return of the withdrawn Postage Stamp Retail

Product stock to Royal Mail).

2.6. Orders for stamps (including but not limited to Christmas design stamps) will be accepted subject to stock availability.

2.7. To submit an order online the Purchaser will need to: (i) register to create an account on the Website if they do not already have one ("Account"), and (ii) email [retail@royalmail.com](mailto:retail@royalmail.com) to gain access to pricing information.

2.8. The Purchaser acknowledges and agrees that access to its Account is for its use only. The Purchaser shall not allow any third party to use its Account without Royal Mail's prior written consent. If Royal Mail reasonably believes that the Purchaser has breached its obligations herein, Royal Mail may, at its own discretion, decide to close the Purchaser's Account

2.9. If so requested by Royal Mail, the Purchaser will, from time to time, provide proof to Royal Mail that it makes all Retail Products purchased under these terms and conditions available for purchase by the general public and/or other businesses

**3. PRICE AND PAYMENT**

3.1. The purchase price of Retail Products shall be Royal Mail's standard prices for the relevant Retail Products in force at the time when the Order is accepted, as set out on Royal Mail's website at [royalmail.com/retailer](http://royalmail.com/retailer) and as amended by Royal Mail from time to time. The only exception to this is where there is an error in the prices stated on Royal Mail's website. If Royal Mail discovers an error in the price of Retail Products the Purchaser has ordered Royal Mail will inform the Purchaser as soon as possible and give the option of confirming the Order at the correct price or cancelling it. If Royal Mail is unable to contact the Purchaser, Royal Mail will treat the Order as cancelled. If the Purchaser cancels and has already paid, the Purchaser will receive a full refund.

3.2. Payment for an Order must be made by the Purchaser:

- (a) where there is no credit facility in place, immediately on submission of an Order in accordance with clause 2.4 in cleared funds, by debit card, credit card, or via BACS; or
- (b) where a credit facility is in place, in accordance with clause 6, within 30 days of the date of the invoice for the Order. International reply coupons and cash are not accepted as payment. Please note that Royal Mail does not accept American Express credit cards

3.3. If the Purchaser fails to make any payment due to Royal Mail in accordance with these terms and conditions by the due date for payment (due date), then the Purchaser shall pay interest on the overdue amount at the rate of 4% per annum above The Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Purchaser shall pay the interest together with the overdue amount.

3.4. The Purchaser shall pay all amounts due in accordance with these terms and conditions in full without any deduction or withholding except as required by law and the Purchaser shall not be entitled to assert any credit, set-off or counterclaim against Royal Mail in order to justify withholding payment of any such amount in whole or in part. Royal Mail may at any time, without limiting any other rights or remedies it may have, set off any amount owed to it by the Purchaser against any amount payment by Royal Mail to the Purchaser.

3.5. In the event of any dispute as to the amount of an invoice, the Purchaser shall settle the amount in full pending the resolution of any dispute and Royal Mail shall make any adjustment due immediately upon such resolution.

3.6. Royal Mail may appropriate any payment made by the Purchaser to such of the Retail Products under any Contract as Royal Mail sees fit.

**4. DELIVERY**

4.1. When an Order is received during Working Hours, the Postage Stamp Retail Products specified in that Order shall be despatched by a Royal Mail tracked service for expected delivery on the next Working Day to most parts of the UK. Orders containing stationery shall be despatched within 5 Working Days by First Class postage. Orders requiring a palletised delivery must be received by Royal Mail at least 48 hours before the Purchaser's requested delivery date. Palletised deliveries will be subject to delivery time slots being available at the delivery address.

4.2. Delivery of the Retail Products shall be deemed to be completed on the arrival of the Retail Products at the location specified by the Purchaser in the relevant Order. For the avoidance of doubt, Royal Mail's obligation is to deliver to the delivery address specified by the Purchaser, not to a specific named addressee. Royal Mail accepts no responsibility for ensuring an item is delivered to a specific addressee at the location specified.

4.3. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence.

4.4. Royal Mail reserves the right to make delivery of an Order in instalments.

4.5. Royal Mail reserves the right to charge for delivery of any Order that requires a pre-9:00am delivery; or any Order placed with a total purchase price of less than £50.00; or any Order requiring a palletised delivery with a total purchase price of less than £75,000.00. Delivery charges are specified on the website [royalmail.com/retailer](http://royalmail.com/retailer) and as amended from time to time. Royal Mail reserves the right in its sole discretion to refuse any request for a palletised delivery.

4.6. Royal Mail may charge for a failed delivery where it attempts to make a delivery and the delivery is refused by the Purchaser and/or Royal Mail considers that there is not

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safe access for its delivery personnel at the delivery location. Royal Mail may also make a charge for re-delivery where an initial attempt to make a delivery has failed, the stamps have been held at a Delivery Office and the customer has not collected them or arranged a re-delivery from the Delivery Office

- 4.7. Royal Mail will only deliver Retail Products to locations owned, operated, franchised or managed by the Purchaser. Examples of these include, but are not limited to Retail Outlets and the Purchaser's distribution warehouses. For the avoidance of doubt Royal Mail will not deliver Retail Products to customers of the Purchaser. Where the Purchaser has indicated a delivery location in the relevant Order which is not owned, operated, franchised or managed by the Purchaser, Royal Mail reserves the right to refuse to deliver and make a charge for failed delivery.

## 5. TITLE AND RISK

- 5.1. The risk in the Retail Products shall pass to the Retailer on completion of delivery.
- 5.2. Title to the Retail Products shall remain with Royal Mail and shall not pass to the Retailer until Royal Mail has received payment in full (in cleared funds) for them.
- 5.3. Until title to the Retail Products has passed to the Retailer, the Retailer shall: (a) hold the Retail Products on a fiduciary basis as Royal Mail's bailee;
- (a) store the Retail Products separately from all other goods of the same or a similar nature held by the Retailer so that they remain readily identifiable as Royal Mail's property;
  - (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Retail Products;
  - (c) maintain the Retail Products in a satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
  - (d) notify Royal Mail immediately if it becomes subject to any of the events listed at clause 10.c; and
  - (e) give Royal Mail such information relating to the Retail Products as Royal Mail may require from time to time.
- 5.4. Subject to clause 5.2 and clause 6, the Purchaser may sell Retail Products in the ordinary course of its business but such right of resale is automatically terminated in the event that the Purchaser becomes subject to any of the events listed at clause 10.c.
- 5.5. If, before title to the Retail Products passes to the Purchaser, the Purchaser becomes subject to any of the events listed in clause 10.c., or Royal Mail reasonably believes that any such event is about to happen and notifies the Purchaser accordingly, then, the Purchaser shall immediately deliver up to Royal Mail all unsold Retail Products, which may be in its possession. If the Purchaser fails to deliver the unsold Retail Products then, provided that the Retail Products have not been resold or irrevocably incorporated into another product, and without limiting any other right or remedy Royal Mail may have, Royal Mail may at any time require the Purchaser to deliver up the Retail Products and, if the Purchaser fails to do so promptly, Royal Mail (or its designated representative) may enter any premises of the Purchaser or of any third party where the Retail Products are stored in order to recover them. The Purchaser shall give Royal Mail (or its designated representative) all the assistance reasonably required to recover such Retail Products.

## 6. CREDIT ARRANGEMENTS AND RESALE CONDITIONS

- 6.1. Royal Mail may at its own discretion authorise the Purchaser to purchase Retail Products through a credit facility. A Purchaser which applies for a credit facility with Royal Mail shall be credit checked in advance by Royal Mail. Royal Mail reserves the right to refuse a credit facility to a Purchaser who does not have a satisfactory credit rating. The following conditions will apply to purchases on credit:
- (a) no Purchaser shall be entitled to exceed the credit limit set by Royal Mail without the prior written consent of Royal Mail which Royal Mail may refuse in its absolute discretion;
  - (b) no Purchaser may use or purport to use a credit facility to purchase Retail Products until Royal Mail has notified that Purchaser in writing that it is permitted to do so;
  - (c) the terms on which credit is granted including but not limited to the credit limit of each Purchaser may be varied by Royal Mail in writing to the Purchaser at any time;
  - (d) in order to maintain the credit facility, the Purchaser must spend £5,000 or more on Retail Products during the preceding 12-month period. Royal Mail shall be entitled to review the amount the Purchaser has spent on Retail Products at any time. If the Purchaser has not purchased Retail Products over a full 12-months, Royal Mail shall be entitled to review the Purchaser's spend on a pro-rata basis.. If it appears that the Purchaser has not spent the required amount on Retail Products, Royal Mail shall write to the Purchaser and inform them that they have not reached the required level of spend. If the Purchaser does not spend the required amount, Royal Mail may remove the Purchaser's credit facility. Where the credit facility is suspended or withdrawn, payment must be made by credit card or debit card in accordance with the provisions of Clause 3; and
  - (e) a Purchaser whose credit facility has been withdrawn in accordance with Clause 6.1.d. above may have their credit facility reinstated if subsequently they spend £5,000 or more on Retail Products during the 12 month period preceding the reinstatement.
- 6.2. A Purchaser must be authorised by Royal Mail to sell Retail Products. Royal Mail reserves the right to refuse an application to become a Purchaser. In such circumstances, Royal Mail shall notify the applicant as to the reasons why their application was refused.
- 6.3. The Purchaser shall not retain the Retail Products for the Purchaser's own use. Postage Stamp Retail Products sold by Retailers to members of the general public must be sold at the then current published tariff price. For the avoidance of doubt, Retail Products sold by Wholesalers to other businesses may be sold at or below

the then current published tariff price. Wholesalers that sell Postage Stamp Retail Products to other businesses shall procure that any subsequent sales of the Postage Stamp Retail Products to members of the general public are at the then current published tariff price (in doing so Wholesalers shall obtain contractual commitments from those businesses no less onerous than the equivalent commitment made by the Wholesaler in this clause 6.3). Wholesalers shall on request by Royal Mail provide evidence of the steps taken to comply with this clause 6.3, including but not limited to the contractual commitments obtained. The latest published tariff prices are available on the Royal Mail website at [royalmail.com/current-postage-prices](http://royalmail.com/current-postage-prices) (or substitute URL).

- 6.4. Each Retail Outlet from which a Purchaser wishes to sell Retail Products will be allocated a unique customer reference number by Royal Mail for identification and use in future order placement.
- 6.5. Retail Products are subject to availability and supplied on the condition that they are offered for sale only through authorised Retail Outlets. Royal Mail reserves the right to refuse to supply Purchasers with Retail Products if it becomes aware that Purchasers are selling Retail Products through unauthorised retail outlets. A Purchaser may, subject to Royal Mail granting prior authorisation and the Purchaser entering into further agreements as necessary with Royal Mail, sell Retail Products via the internet and in such circumstances the Purchaser shall provide Royal Mail with information in respect of the location from which Retail Products are dispatched to members of the general public. A Retailer may, subject to Royal Mail granting prior authorisation and the Retailer entering into further agreements as necessary with Royal Mail, sell Retail Products via the internet and in such circumstances the Retailer shall provide Royal Mail with information in respect of the location from which Retail Products are dispatched to members of the general public.
- 6.6. A minimum of 21 days' notice must be given in writing by the Purchaser to Royal Mail if the Purchaser intends to close a Retail Outlet whether permanently or temporarily, otherwise the Purchaser will be liable for payment for any goods despatched to that Retail Outlet after its closure.
- 6.7. Subject to Royal Mail's right in its sole discretion to refuse an application, Royal Mail will require at least (i) 20 Working Days from receipt of a written application to open a new account for a Purchaser operating multiple outlets, (ii) 4 Working Days from receipt of a written application to open a new account for a Purchaser operating a single outlet; and (iii) 3 Working Days from receipt of a written application to add an outlet to an account of a Purchaser who holds an existing credit account with Royal Mail.
- 6.8. The Purchaser shall participate in any Royal Mail Sales Promotion and shall abide by the terms and conditions of any such Sales Promotion.

## 7. POSTAGE STAMP PRODUCTS AND FORWARD PURCHASE

- 7.1. Postage Stamp Retail Products that do not have a defined monetary value printed on their face and are bought by the Purchaser prior to a public tariff increase may be used by the general public after the tariff increase. Royal Mail reserves the right not to accept Orders for Postage Stamp Retail Products prior to a public tariff increase if it considers the Order to be (in its absolute discretion) excessive. For the avoidance of doubt Purchasers are not entitled to exceed their credit limit set by Royal Mail without the prior written consent of Royal Mail in accordance with clause 6.1.a. Issues with delivery of an order.

## 8. ISSUES WITH DELIVERY OF AN ORDER

- 8.1. Where the Purchaser is not satisfied with the delivery they receive from Royal Mail because:
- (a) the Retail Products are not of satisfactory quality or are damaged;
  - (b) the delivery contains more than the quantity of Retail Products originally ordered by the Purchaser;
  - (c) the delivery contains less than the quantity of Retail Products originally ordered by the Purchaser; or
  - (d) the delivery does not contain the correct Retail Products originally ordered by the Purchaser the Purchaser shall notify Royal Mail of the same in writing or by e-mail (using the contact details set out at clause 14.9) within 7 days of receipt of delivery (30 days in the case of palletised deliveries) and;
  - (e) in the case of clauses 8.1.a, 8.1.b and 8.1.d above, provided that the Purchaser returns the Retail Products at its own cost to Royal Mail by Special Delivery Next Day (or an alternative return delivery service at Royal Mail's request) within 14 days of receipt of delivery along with proof of purchase, Royal Mail shall at its option either refund or replace the unsatisfactory or incorrect Retail Products (except in the case of clause 8.1.b) and refund the Purchaser the return delivery service charge; or
  - (f) in the case of clause 8.1.c above, Royal Mail shall deliver to the Purchaser the additional Retail Products missing from the original delivery.
- 8.2. If a Purchaser returns any Retail Product to Royal Mail, the accompanying paperwork must include a Returns Material Authority (RMA) code, which can be obtained from the Royal Mail Retail team (using the contact details set out at clause 14.9). If the RMA code is not included, this may delay payment of any refund due.
- 8.3. If the Purchaser fails to notify Royal Mail of issues with delivery in accordance with clause 8.1 it shall be deemed to have accepted such Retail Products.
- 8.4. The Purchaser shall notify Royal Mail in writing or by e-mail (using the contact details set out at clause 14.9) within 14 days of placing an Order for Retail Products if it fails to receive delivery of that Order and shall submit to Royal Mail evidence that the Order was placed together with evidence of payment for such Order. Royal Mail reserves the right to refuse to replace Orders not claimed within this 14 day period.
- 8.5. If any Retail Products returned in accordance with clause 8.1 fail to reach Royal Mail, the Purchaser will be required to show suitable proof of despatch before the Retail Products are exchanged or refunded.
- 8.6. Royal Mail is not obliged to re-purchase Retail Products from Purchasers.

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## 9. INTELLECTUAL PROPERTY

- 9.1. The Purchaser shall have no right to use any Royal Mail Intellectual Property without first obtaining Royal Mail's permission in writing, except to the extent that it is incorporated into the authorised point of sale materials provided to the Purchaser by Royal Mail, on request, for display at its Retail Outlet. Any goodwill arising from the Purchaser's use of Royal Mail Intellectual Property will automatically accrue to Royal Mail and the Purchaser must, at its own expense, sign a confirmatory assignment of such goodwill if Royal Mail requests the Purchaser to do so.
- 9.2. The Royal Mail Intellectual Property is and shall remain the sole and exclusive property of Royal Mail and/ or its wholly owned subsidiaries and/ or its or their licensors and the Purchaser shall not perform any act that would or might invalidate such title or dilute such rights in any way.
- 9.3. The Purchaser shall not modify, alter or deface any materials provided by Royal Mail and containing Royal Mail Intellectual Property or do anything likely to bring Royal Mail into disrepute.
- 9.4. The Purchaser shall abide by all Royal Mail policies and guidelines for the usage and placement of such materials.
- 9.5. The Purchaser shall not use or seek to register as a trade mark, business name, corporate name, or domain name, any mark or name the same as or which may be confused with any Royal Mail trade mark forming part of the Royal Mail Intellectual Property or any other trade mark or name owned or used by Royal Mail.
- 9.6. The Purchaser shall immediately cease using, and remove from its business premises, all materials incorporating Royal Mail Intellectual Property and shall return or destroy such materials at Royal Mail's discretion and direction.
- 9.7. For the avoidance of doubt Royal Mail may refuse to sell Retail Products to any Purchaser which is found to be, or is suspected by Royal Mail to be, in breach of this clause 9.

## 10. CANCELLATION OF ORDERS

- 10.1. If the Purchaser:
  - (a) commits a material breach of any of these terms and conditions and, where Royal Mail considers that such breach is remediable, fails to remedy the same within 14 days of being required by Royal Mail to do so;
  - (b) engages in any conduct which is in Royal Mail's opinion prejudicial to the reputation or goodwill of Royal Mail; or
  - (c) becomes or is deemed to be insolvent or is unable to pay its debts (within the meaning of the Insolvency Act 1986) or a petition is presented or meeting convened or resolution passed for the purpose of the winding up of the Purchaser, or the Purchaser enters into liquidation whether compulsorily or voluntarily, or compounds with its creditors generally or has a receiver, administrator or administrative receiver appointed over all or any part of its assets or any proposal is made for a company voluntary arrangement in respect of the Purchaser or the Purchaser threatens to take or takes or suffers any similar action in consequence of debt or insolvency in any jurisdiction or Royal Mail believes that the Purchaser is about to become subject to any of the state of affairs listed in this clause 10.c, then, without limiting any other right or remedy available to Royal Mail, Royal Mail may cancel or suspend all further deliveries under the Contract or under any other contract between the Purchaser and Royal Mail without incurring any liability to the Purchaser, and all outstanding sums in respect of the Retail Products delivered to the Purchaser shall become immediately due.

## 11. LIABILITY

- 11.1. Nothing in these terms and conditions shall limit or exclude Royal Mail's liability for:
  - (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
  - (b) fraud or fraudulent misrepresentation;
  - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
  - (d) defective products under the Consumer Protection Act 1987.
- 11.2. Subject to clause 11.1:
  - (a) Royal Mail excludes to the fullest extent permissible by law, all liability and responsibility for all aspects of the credit card/financial transaction in relation to the Purchaser's purchase of Retail Products, except where Royal Mail has been negligent;
  - (b) Royal Mail shall not be liable for breach of these terms and conditions as a direct result of industrial action or circumstances beyond its control (as set out in clause 13);
  - (c) Royal Mail shall not, to the fullest extent permissible by law, be liable for any loss of whatever nature, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profit, or any consequential loss, in each case whether direct or indirect which arises under or in connection with the Contract;
  - (d) Royal Mail's total liability to the Purchaser in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise shall be limited to either the price payable by the Purchaser under the Contract or £10,000, whichever is the lower; and
  - (e) Royal Mail shall not be liable for any delay in delivering the Retail Products.

- (f) Without prejudice to the Purchaser's liability to pay for Retail Products in full (plus any interest due on any overdue amount), the Purchaser's total liability to Royal Mail in respect of all losses arising under or in connection with a Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall be limited to £100,000.

## 12. ANTI-BRIBERY

- 12.1. Both the Purchaser and Royal Mail ("the Parties") warrant that:
  - (a) neither party has done, and in performing their respective obligations under these terms, will not do, any act or thing that contravenes the Bribery Act 2010 or any other applicable anti-bribery or anti- money laundering laws and/or regulations; and
  - (b) they will comply with, and will procure that any individuals involved in performing their obligations under these terms on their behalf will comply with the requirements of the Bribery Act 2010.

## 13. MATTERS BEYOND ROYAL MAIL'S REASONABLE CONTROL

- 13.1. Sometimes Royal Mail may not be able to provide the Retail Products because of something beyond its reasonable control (including (but not limited to) war, acts of terrorism, extreme weather conditions, earthquakes, fire, floods, pandemic, epidemic, Government action, traffic congestion, mechanical breakdown (including of machinery, equipment, and vehicles), any public or private road being blocked, or industrial action and the outcomes of it if this prevents Royal Mail from providing its usual Retail Products).
- 13.2. If this happens, Royal Mail will not be responsible to the Purchaser. However, Royal Mail will try to notify the Purchaser promptly about any event which affects how it provides the Retail Products.

## 14. GENERAL

- 14.1. Royal Mail may vary the terms and conditions of a Contract at any time upon giving the Purchaser not less than one (1) month's written notice, other than where Royal Mail reasonably believes that a variation is not significant or would be beneficial to the Purchaser in which case Royal Mail may vary the terms and conditions of a Contract with immediate effect and shall notify the Purchaser within one (1) month of such variation. Royal Mail may need to make changes to prices or terms and conditions for reasons which are outside its control, or for legal or regulatory reasons. If Royal Mail need to make changes for such reasons it will let the Purchaser know, but it will not be required to meet the timescales in this clause 14.1. Without prejudice to the foregoing, Royal Mail may make changes to these terms and conditions at any time and for any reason. Orders will be subject to the terms and conditions available on the Royal Mail website ([www.royalmail.com/retail](http://www.royalmail.com/retail) or substitute URL) at the time Royal Mail accept the Order.
- 14.2. Royal Mail may transfer its rights and duties under the Contract or arrange for any other person to carry out its rights and duties under the Contract. The Purchaser shall not transfer any of its rights or duties under the Contract without the prior written consent of Royal Mail. Where Royal Mail consents to the Purchaser transferring its rights or duties in accordance with this clause 14.2, the Purchaser shall be responsible to Royal Mail for any action that the assignee takes.
- 14.3. If any provision or part-provision of the Contract is, or becomes, invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 14.3 shall not affect the validity and enforceability of the rest of the Contract.
- 14.4. A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 14.5. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.
- 14.6. A person who is not involved in this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of it.
- 14.7. These terms and conditions constitute the entire agreement between the parties and supersede and extinguish all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.
- 14.8. This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of England and Wales and Royal Mail and the Retailer submit to the exclusive jurisdiction of the Courts of England and Wales.
- 14.9. To be effective, notices and complaints must be sent in writing and addressed to Royal Mail Retail, PO Box 1373, SUNDERLAND, SR5 9PG, or sent by e-mail to [retail@royalmail.com](mailto:retail@royalmail.com). All stamps being returned must be sent to Retail Returns, Royal Mail, Talents House, 21 South Gyle Crescent, EDINBURGH, EH12 9PB. General enquiries and Orders can also be made by telephone by calling Royal Mail on 03457 640 640\*