

This is a legally binding document forming part of the Agreement between you and Royal Mail



## **Royal Mail Specific Terms for International Business Services**

Unless defined otherwise, all terms capitalised in these Specific Terms shall have the meaning given to them in Appendix A of the General Terms.

### **1. Your duties**

- 1.1 You or your recipient are responsible for any customs clearance costs, VAT or other tax charges that apply for each Posting.
- 1.2 You must not send Remail.
- 1.3 Items containing Valuables must be sent by International Business Tracked or International Business Signed. We accept no liability of any kind for loss or damage to Valuables sent through another International Business Service.
- 1.4 You must ensure that all data, information, pre-advice or documentation required as part of the Agreement are complete and accurate so far as practically possible. We do not accept any liability for any delay or costs you may incur due to your non-compliance, including where items are being returned to you.

### ***International Restricted Materials and International Prohibited Materials***

- 1.5 You must not send International Prohibited Materials using any Product. You must only send International Restricted Materials in accordance with the requirements set out at [https://business.help.royalmail.com/app/answers/detail/a\\_id/863/~restricted-goods---international](https://business.help.royalmail.com/app/answers/detail/a_id/863/~restricted-goods---international) (the information listed here does not constitute legal advice and we accept no liability in relation to this information) and the relevant International Business User Guide. It is your responsibility to ensure that International Restricted Materials are sent correctly and meet the requirements for acceptance. The sender is responsible for checking whether an Item contains International Prohibited Materials or International Restricted Materials.
- 1.6 All countries have their own rules regarding prohibitions and restrictions on what they will allow in the post. These rules vary from country to country, and sometimes apply to items which you may think are ordinary. You are responsible for checking whether an item is prohibited or restricted in the relevant country.

### **2. Preparation services – only available with the Business Mail Mixed Zero Sort Premium sorting option under International Business Mail**

- 2.1 If you use International Business Mail and have opted for the Business Mail Mixed Zero Sort Premium sorting option then, if you ask us, we may provide you with mail preparation services. Details of the mail preparation services, including how to apply for them and how much they cost, are set out in the relevant International Business User Guide (along with details of the sorting options) and Rate Card.
- 2.2 If you request mail preparation services you are required to redeploy any of your employees who are carrying out work similar to the preparation services to roles elsewhere in your company and/or to procure that any agent carrying out work similar to the preparation services redeploy the employees carrying out such work to roles elsewhere in its company. The redeployment must be complete one day prior to the date on which we are to begin providing the preparation services.
- 2.3 You and we believe that the Transfer of Undertakings (Protection of Employment) Regulations 2006 and the Acquired Rights Directive 2001/23/EC (collectively TUPE) will not apply to the subject matter of this Agreement and, in particular, the preparation services, either at its/their commencement or on termination.
- 2.4 In the event that TUPE does apply or is alleged to apply at the commencement of this Agreement or the preparation services you will indemnify us fully in respect of any cost (including reasonable legal costs), loss, damage or expense suffered or incurred by us by reason of any proceedings, action, claim

or demand by any Staff and any other person (of either you or any of your suppliers) working in the relevant undertaking or part thereof and whether or not wholly or mainly assigned to services that are substantially the same or similar to the Services in respect of the period up to the transfer or alleged transfer of such person by virtue of TUPE (subject to us complying with any obligations we may have under regulation 13(4) of TUPE by reason of a reasonable request by you for information).

- 2.5 If any person (of either you or any of your agents) claims to have become an employee of or have rights against us by virtue of TUPE or otherwise, you will indemnify us against any cost (including reasonable legal costs), loss, damage or expense suffered or incurred, transferred to, imposed upon or reasonably incurred by us, in each case to the extent arising out of or in connection with the employment of such person up to the date of termination of such person's employment and the termination by us of such person's employment.

### **3. If you fail to carry out your duties**

- 3.1 If you do not prepare and present Items and/or provide all required documentation as set out in the relevant International Business User Guide, we can, as well as making use of any rights set out in this Agreement, either:

- 3.1.1 accept the Items and carry out work to ensure they meet the requirements of the relevant International Business User Guide; or
- 3.1.2 return the Items to you, or allow you to collect them from us, so that you can carry out work on the Items to ensure they meet the requirements of the relevant International Business User Guide.

In each case, you must pay us the extra Charges that apply, as set out on our website, specifically at [www.royalmail.com/surcharges](http://www.royalmail.com/surcharges).

- 3.2 Where we reasonably believe that any Item or Posting includes Remail, in addition to our other rights and remedies under this Agreement, we may, without any liability to you:

- 3.2.1 refuse to accept any other Items or Postings from you or the sender or your or the sender's affiliates, sub-contractors or agents which we reasonably believe may contain Remail;
- 3.2.2 place other restrictions or conditions on the Products as we reasonably deem to be appropriate. Such restrictions or conditions will be incorporated into this Agreement and binding as soon as they are notified to you in writing; and/or
- 3.2.3 immediately terminate this Agreement or your ability to use any of the International Business Services covered by it in whole or in part.

- 3.3 Where, in accordance with the UPU regulations, Designated Postal Operators apply additional charges for the delivery of the Items, require the reclassification of any Format, impose or amend any other provisions that impact on this Agreement, we will notify you as soon as reasonably possible of such Charges or change in requirements, and provide you with all the relevant details. For the avoidance of doubt, where the changes include the imposition of any additional charges, we reserve the right to pass on all such charges or a proportion of these charges to you.

### **4. Minimum Posting Requirement**

- 4.1 In order to qualify for International Business Parcels with the Tracked option and International Business Parcels with the Signed option, you must either:

- 4.1.1 spend a minimum of £5,000 in each Contract Year on International Business Services; or
- 4.1.2 send a minimum of 1,000 items in each Contract Year across any combination of Royal Mail Tracked 24, Royal Mail Tracked 48, Royal Mail Tracked Returns, International Business Parcels with the Tracked option and International Business Parcels with the Signed option.

- 4.2 In order to qualify for either the International Business Mail or International Business Parcels with the Standard option, you must spend a minimum of £5,000 in each Contract Year on International Business Services except if you use the Max Sort sorting option for the International Business Mail or the Max Sort sorting option for the International Business Parcels with the Standard option in which case you must spend a minimum of £10,000 in each Contract Year on International Business Services.

- 4.3 In order to qualify for International Business Tracked Returns, you must either:

- 4.3.1 already be using International Business Parcel Tracked; or
- 4.3.2 spend a minimum of £5,000 in each Contract Year on International Business Services.

- 4.4 Subject to the Rate Card between us, if, at the end of any year you do not meet the minimum Posting requirements set out in the relevant International Business User Guide, we reserve the right to charge

you the difference between the amount paid by you under this Agreement and the amount you would have been charged if (i) you had used the Product that best meets your Posting volumes and needs or (ii) if you had met the minimum Posting requirement set out in the relevant International Business User Guide, whichever is the lower.

- 4.5 Periodically we will review your actual Postings and if we find that you are not posting at the required level as set out in the relevant International Business User Guide, we may cease providing the International Business Services to you after giving you at least 30 Days' notice.

## **5. Claims – time limitation**

- 5.1 Any liability that we have to you for lost and damaged Items will be determined in accordance with paragraph 14 of the General Terms except as may be varied by these Specific Terms. We will have no liability and will pay no compensation for lost or damaged Items unless the Items are posted under our International Business Parcels with the Signed option, International Business Parcels with the Tracked option or International Business Tracked Returns.

- 5.2 You must make a claim for loss or damage in writing, no earlier than ten (10) Days from the due delivery date of the relevant Item and no later than one hundred and eighty (180) Days of the date we accepted the relevant Item providing satisfactory proof that you posted it and we received it. We will not accept responsibility for claims made after this time.

## **6. Surcharge**

In addition to the Charges set out in the relevant Rate Card, we may also add a Surcharge. We may do this if we determine that there is an increase in our costs. For example, there may be a change in the price of fuel, a change in security requirements or an increase in the price of freight due to reduced capacity in the market. Where we do this, we will give you 14 Days' prior notice.

## **7. Responsibility for Data Accuracy**

- 7.1 You accept and acknowledge that you are solely responsible for ensuring that all data, information, pre-advice or documentation required as part of the Agreement are complete and accurate so far as practically possible. Pursuant to clause 1.4, we do not accept any liability for any delay or costs you may incur as a result of your non-compliance.

- 7.2 By engaging with the applicable shipping solution you:

7.2.1 Consent to engage with the third party shipping software which will review the data and information you have provided for your item and you agree to comply with any requirements that we set out in the applicable User Guide and in Annex 1 below;

7.2.2 May opt-out of engaging with the third party shipping software at any time for any reason;

7.2.3 Acknowledge that the third party shipping software will try to find the most appropriate data and/or information match to support your items based on the details you submit but it may not be fully accurate so you:

7.2.3.1 Agree to check any adjustments made by the third party shipping software to ensure they are complete and accurate

7.2.3.2 where you identify any error you let us know as soon as possible as set out in the applicable User Guide and in Annex 1 below and in any event no later than 5 days after your submission.

7.2.4 Where we do not receive a response from you in accordance with clause 7.2.3.2 we will rely on the data and information you have submitted, including as adjusted by the third party shipping software, if applicable, and clause 1 shall apply in respect of these items.

7.2.5 Acknowledge and accept that you remain solely responsible for your compliance with applicable law including but not limited to any applicable financial and trade sanctions, import and/or export controls, as well as any other trade restrictions that may apply to your items export. You must not rely on the third party shipping software to check or monitor your own compliance with applicable law.

## **8. Power of Attorney to act as Customs Agent**

8.1 You authorise us to act as customs agent in a direct capacity (or the equivalent customs direct representation position under the national legislation of the applicable country of import/export) for any items that you process through the shipping solution or as otherwise required under this Agreement.

8.2 Your authorisation applies to all acts and declarations that are related to customs operations that we have agreed to conduct on your behalf, including, but not limited to, making declarations to applicable customs authorities, effecting payments and receiving notices, communications, declarations and payments on your behalf and for your account. This also includes all acts and declarations subsequent to a customs declaration, in particular the submission of applications for repayment and remission to the competent customs authorities.

8.3 You also authorise us to grant sub-powers of attorney where we deem it appropriate.

## **9. VAT and Customs Duty Export Products: Delivery Duties Paid ("DDP"), Postal Deliveries Duties Paid ("PDDP") and EU's Import One Stop shop ("IOSS")**

9.1 The provisions set out on the DDP/IOSS Webpage ([www.royalmail.com/DDP](http://www.royalmail.com/DDP) and IOSS) which may be updated from time to time are incorporated into and form part of your Agreement.

9.2 Without prejudice to your other obligations under the Agreement, including the requirements set out on the DDP/IOSS webpage, the following provisions shall also apply:

9.2.1 We act as a direct customs agent for any items that you process through a shipping solution. We will have no liability in respect of any duties, taxes, penalties, interest or any other charges in relation to these VAT and Customs Duty Export Products. If we have incurred any such duties, taxes, penalties, interest or charges you will fully indemnify us against these.

9.2.2 It is your sole responsibility to ensure all the items sent under these VAT and Customs Duty Export Products comply with the applicable requirements. If you use IOSS for items that do not comply with the requirements, you must identify such items and inform us in advance of our receipt of the items and you hereby agree that we will be permitted to reclassify the items to the most appropriate alternative product. For the avoidance of doubt, where we reclassify the items as set out above, it remains you or your recipient's responsibility to pay all applicable duties, taxes, charges.

9.2.3 We may receive requests for further information, data, documentation or communication from third parties in relation to your Items. This shall include but not be limited to border agencies, customs agencies, other postal carriers and/or customs authorities. Where these requests are made we shall refer them to you and you should promptly and accurately provide all the requested information. For the avoidance of doubt we will not be liable for any delays or losses that may arise as a result of the request and/or provision of such information.

9.3 Please note that there may be country specific exceptions to our standard product offering. You can check our website for the latest information on this on our DDP/IOSS Webpage.

## Annex 1

### Third Party Shipping Software integration via Royal Mail Shipping Solutions

To assist you in making accurate customs declarations and in your efforts to comply with the rules on prohibited and restricted items and international sanctions, Royal Mail has integrated two types of software: the first for validation and the other for screening software on our International shipping solutions. These are individually referenced as Zephyr (validation software) and Aura (screening software). These pieces of software are designed to improve collation of mandatory posting data for your international items. These pieces of software interact with the data you submit in two ways:

1. Validates that the Harmonised System Code entered matches the provided unit description on your item and vice versa. It adjusts either the description or Harmonised System Code based on the most valid data provided. Please note that you must verify the accuracy of any adjustments made by the third party shipping software.
2. Validates that items are not being sent in contravention of rules applicable to prohibited and restricted items and of international sanctions based on a range of filters available on the third party shipping software and as updated from time to time.\* Please note that the validation is only indicative and you should always refer to official government sources for up-to-date information on who is subject to sanctions and what you cannot send to particular individuals, organisations, and territories.

\*This functionality may not be present on all Royal Mail shipping solutions.

### Opting Out

Royal Mail's shipping solutions that apply the third party shipping software will apply it as the default when your post international items. You can **OPT OUT** at any time for any reason by logging in as Customer Admin, select 'Label Options' from the Maintenance menu of your Royal Mail shipping solution and un-tick the 'Item Verification' field under 'Data Cleansing Options'.

### Validation Reporting

Royal Mail's shipping solutions provide reports for your international items that have undergone validation by the third party shipping software. You can access the reports through the User Interface (UI) of your chosen Royal Mail shipping solution using the Reporting tab to view "Hurricane Audit Reporting" and "Hurricane Changed Data Reporting".