



Royal Mail Specific Terms for Parcel Collect (Online Business Account customers)

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.** You (whether you are an individual, a company or an organisation) (**you or your**).

1. Definitions

The capitalised terms as listed below have the following meanings in this Agreement:

Agreement	has the meaning given to that term in clause 2.1
API	Application Programme Interface
Bank Holiday	any public or bank holiday in any part of the UK or Northern Ireland
Booking	to schedule a Collection using Click & Drop TM or via the API
Booking Customer	the end user who requests a Booking using Click & Drop TM
Charges	the charges which apply to the Products, as set out at clause 8
Collection Point	the address specified by the Booking Customer where we (or our agent acting on our behalf) collect the Item from the Booking Customer
Collection	the act of Royal Mail collecting an Item from the Booking Customer
Collection Notification	the certificate of collection which we will provide to the Booking Customer online as part of the completion of your online journey with us when sending a product using https://parcel.royalmail.com/
Data Protection Legislation	means the Data Protection Act 2018 and 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, and repealing Directive 95/46/EC (General Data Protection Regulation);
Day	a calendar day, being a period of 24 hours running from midnight to midnight
Estimated Collection Window	a notification received through www.royalmail.com/mycollection of the estimated time slot when the Item will be collected
Handover	the time at which we (or our agent acting on our behalf) accept the handover by the Booking Customer of the Item at a Collection Point
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
Intended Recipient	the person an Item is addressed to

Item(s)	mail in any format which you give to us, to handle and deliver under the terms of this Agreement
Latest Acceptance Time	the latest time in a Working Day that we will accept the Handover of an Item on the basis that such Item will on that same Working Day be collected by us from that Collection Point and inserted into our network for delivery
Law	any applicable law, statute, by 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
Nominated Location	as defined in clause 4.1
Payment Terms	the time for paying an invoice (in days) as per the agreement through your Online Business Account, or in absence of this, as per our general terms and conditions.
Online Business Account	a specific online business account giving you access to our secure online system through which you can order the Products on account, and as set out in the online business account (OBA) terms and conditions
Personal Data	has the meaning given in the Data Protection Legislation
Postage Label	the postage label that the Booking Customer applies to the item which is associated to your Online Business Account
Postage Mark	a Royal Mail postage mark
Posting	a consignment of the Booking Customers Items prepared in line with this Agreement
Process	has the meaning given in the Data Protection Legislation
Prohibited Materials	the materials listed on www.royalmail.com/restricted 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
Regulator	Ofcom, or the organisation that may take over its duties
Restricted Materials	the materials listed on www.royalmail.com/restricted
Sanctions Laws	all laws, regulations and orders imposing sanctions (including trade restrictions and economic sanctions) on countries, individuals or entities
Working Day	Monday to Saturday excluding any Bank Holiday
writing or written	includes communication by email

2. Introduction

- 2.1 Our agreement (**Agreement**) with you is made up of:
- 2.1.1 our general terms and conditions;
 - 2.1.2 our parcels specific terms and conditions
 - 2.1.3 our parcel user guide
 - 2.1.4 our online business account (OBA) terms and conditions
 - 2.1.5 these specific terms and conditions; and
 - 2.1.6 the Click & Drop [™] terms and conditions for business customers; which together explain our duties to each other and makes up the full understanding between us in relation to the use by you and the provision by us of the products (as defined below at clause 2.2).
- 2.2 This Agreement applies to the following products (**the “Products”**) where postage is paid for via your Online Business Account:
- 2.2.1 Tracked Returns 24
 - 2.2.2 Tracked Returns 48
- You can find more information about these Products at: www.royalmail.com/terms-and-conditions
- 2.3 **PLEASE NOTE:** clause 14 sets out important terms about our liability to you in relation to your use and our provision of the Products. Please read clause 14 carefully.
- 2.4 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).

3. Collection

- 3.1 Collections must be booked by the Booking Customer via Click & Drop [™] online at <https://parcel.royalmail.com/> or via the API. You must have an Online Business Account and accept all the terms and conditions of the Agreement as per clause 2.1.
- 3.2 The Booking Customer can make a Booking up to 5 days in advance. They can select the day for Collection.
- 3.3 We will only collect Items on Working Days.
- 3.4 Where possible, we will provide the Booking Customer with confirmation of an estimated collection window after the Booking is made. This will either be 2, 3 or 4 hour slot.
- 3.5 Our duty is to collect Items from the Collection Point only, unless we have agreed to collect from a Nominated Location as per clause 4.1.
- 3.6 The limit of the weight and capacity of your Item will depend upon the Product. Please refer to Click & Drop [™] online <https://parcel.royalmail.com/>. You are responsible for ensuring that the weight and capacity does not exceed the maximum values.
- 3.7 In the event of a failure by us to collect the Item from the Collection Point, you will not incur a

Charge.

- 3.8 If we attempt to collect the Item from the Collection Point but are unable to do so because there is; no answer, Item not available, Item too large/heavy, Item poorly packaged) you will not be charged
- 3.9 If we fail to collect the Item on the intended day for collection, then you will not be charged. In addition, the Booking Customer will be able to rebook a failed collection.
- 3.10 In instances where an Item is collected after our Latest Acceptance Time, that Item will not enter into our delivery network until the day after Collection and the expected delivery date to the Intended Recipient will be the day after the original intended date of delivery. We will not be liable for this delay.
- 3.11 We will only collect Items from the United Kingdom.
- 3.12 Please note that the services covered by this Agreement may be unavailable from time to time, therefore we recommend that you access <http://www.royalmail.com/collection> regularly in order to check availability and also to ensure that you are aware of any updates and amendments made to such services.

4. Nominated Location

- 4.1 Subject to the terms of this Agreement and in particular clause 4.2, the Booking Customer may request that we collect the Item from a nominated location which must meet the following requirements (**Nominated Location**):
 - 4.1.1 the location must be a specific secure area in or around the property of the Collection Point (it will not be sufficient if you simply state 'a safe place' or something similar)

AND

- 4.1.2 the location **must not** be any of the following:
 - (a) dangerous to access;
 - (b) clearly insecure; or
 - (c) exposed to bad weather,

NOTE: we will decide in our absolute discretion whether any of the scenarios detailed in (a) to (c) (as stated above) applies, if we deem that any of those scenarios do apply, then we will not collect the Item.

- 4.2 We will only collect Items from the Nominated Location if:
 - 4.2.1 we have already attempted to collect from the Collection Point first; and
 - 4.2.2 the Booking Customer has clearly specified the Nominated Location and such location meets the requirements set out in clause 4.1.
- 4.3 By agreeing to these terms, you confirm that you have provided your express consent for the Item to be collected from the Nominated Location option before applying any Nominated Location instruction to the Item (and such consent shall allow us to take a picture of the Item collected in the Nominated Location).
- 4.4 If we have agreed to provide the Booking Customer with the Nominated Location option, unless and until an Item has been collected from the Nominated Location, we will not be liable for any

loss or damage to an Item or its contents.

5. *Acceptance & Our discretion to refuse Items for Collection and delivery*

5.1 We reserve the right to refuse an Item for collection and delivering if:

5.1.1 any of the information you have provided relating to that Item is incorrect;

5.1.2 the Postage Label on the Item is a duplicate of a Postage Label that has already been used on another Item;

5.1.3 the Postage Label on the Item is obscured, defaced, incomplete or otherwise unreadable or invalid; or

5.1.4 the Booking Customer does not present the requisite documentation and/or information as indicated as part of the completion of the online journey with us when ordering the Products at <https://parcel.royalmail.com/>

5.2 Our liability to you in respect of any loss or damage to your Item will commence only if and when we (or our agent acting on our behalf) accept Handover of your Item at the relevant Collection Point. This acceptance will be subject to, amongst other things, the conditions as set out in clause 7.2 and confirmation by us (or our agent acting on our behalf) at the Collection Point that the Item meets the terms of this Agreement in all other respects. However, it is always your responsibility (and not ours) to ensure that the documentation meets the requirements of this Agreement and relevant Law.

6. *Delivering your Items*

6.1 We will aim but do not guarantee to deliver your Item in line with the delivery aims of each individual Product as listed in clause 2.2 as updated on our website from time to time; www.royalmail.com

Changes to this Agreement

6.2 We reserve the right to amend this Agreement at any time for any reason in which we case we will publish such revised Agreement on our website at <http://www.royalmail.com/>

7. *Your duties and your responsibilities*

General

7.1 You agree to:

7.1.1 carry out your duties under this Agreement; and

7.1.2 when carrying out your duties under this Agreement, comply with all applicable Laws (including, without limitation, all applicable anti-corruption, anti-slavery and anti-bribery Laws).

Postage Labels

- 7.2 In particular, we are not responsible for the quality of reproduction of a Postage Label, address or logo on an Item to the extent that the quality is affected by your hardware, software or systems.
- 7.3 During the Booking journey using Click & Drop™ or other approved website or platform the Booking Customer can (subject to availability) request that we deliver a physical copy of the Postage Label when we collect the Item(s) from the Booking Customer. If there is no answer at the Collection Point, we may at our discretion leave a physical copy of the Postage Label at the Collection Point. If we are unable to provide a physical copy of the Postage Label, we will aim to provide the Booking Customer with a temporary postage label in its place. Clause 7.2 shall apply to any physical Postage Label which we provide to you under this clause 7.3.

Hardware

- 7.4 To avoid doubt, we are not responsible for the functionality or performance of the hardware, software (other than our Royal Mail website) and systems you use to use the Products and we will not supply, maintain or support such hardware, software or systems.

8. Charges

- 8.1 The Charge for the Collection of the Item(s) will be in addition to the Charge for the specific Product as per clause 2.1.
- 8.2 The Charges will be applied to your Online Business Account when the Item is scanned upon Handover and must be paid in line with your agreed Payment Terms.
- 8.3 You will be charged Value Added Tax (VAT) in addition to the Charges.

9. Contents of Items

- 9.1 You must ensure that the contents of any Items are limited to the direct return of an item from a Booking Customer to you and do not contain any other unauthorised items, including Restricted or Prohibited Materials.
- 9.2 We will bear no responsibility or liability to you (including for any delays or failure to collect) if you fail to comply with clause 9.1.

10. Tracking Your Items

Tracking and status information provided

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 nor have any liability to you, for the accuracy of any such status information. We will only be able to provide this service if you provide to us pre-advice which is complete and accurate. We may withdraw this service at any time for any reason at immediate notice.

Disclaimer

- 10.1 We will use reasonable endeavours to provide this tracking and status information, but sometimes we may not be able to provide this information (and if we are unable to provide this

information then we will not owe you any liability as a result). We will not be responsible or have any liability to you, for accuracy of any tracking or status information (and, to avoid doubt, if the tracking or status information is incorrect in any way then we will not make any compensation payment to you or anyone else (including the Intended Recipient)). We will only be able to provide this service if the information which you provide to us upon Handover is complete and accurate. We may withdraw this service at any time for any reason.

11. Your information

- 11.1 Consistent with the guidance from the Information Commissioner's Office 'Data controllers and data processors: what the difference is and what the governance implications are', we are Data Controller of the Personal Data we Process in providing the Products to you.
- 11.2 Where you and/or Booking Customers supply Personal Data to us so we can provide the Products to you, and we Process that Personal Data in the course of providing the 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>.
- 11.3 From time to time we may be obliged by our Regulator to provide it with certain information about you, including your name and address.

12. Matters beyond our reasonable control

- 12.1 We will not be responsible to you if we are not able to provide the services in full or in part, or if there are any delays in the services, because of something beyond our reasonable control (including without limitation war, acts of terrorism, extreme weather conditions, earthquakes, fire, floods, epidemics, pandemics, traffic congestion, mechanical breakdown (including of machinery, equipment, and vehicles), any public or private road being blocked, governmental actions or industrial action and the outcomes of it if this prevents us from providing our usual service). We will try to tell you promptly about any such events by placing a notice on our website and/or by writing to you.
- 12.2 If any of the events described in clause 12.1 happen, we will not be liable at all to you for any breach of this Agreement. However, we will try to continue to carry out our duties without having to run up any extra costs.

13. Our responsibility to you

- 13.1 Our liability to you is only as expressly set out in this clause 13 and wherever else expressly stated in this Agreement.
- 13.2 Our liability to you will be as per the specific terms relating to the Product. Further details can be found in our general terms and conditions; <https://www.royalmail.com/terms-and-conditions>
- 13.3 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.

- 13.4 We will not be responsible to you in any circumstances for:
- 13.4.1 loss of profit, loss of business, loss of goodwill or loss of business opportunity;
 - 13.4.2 any type of special or indirect loss; or
 - 13.4.3 any loss as a result of something else happening, as a consequence of the loss, damage or delay to your Item.
- 13.5 Notwithstanding any other provision of this Agreement, we accept unlimited liability for personal injury or death caused by something we have done or failed to do (including negligence) or for any losses which are caused by our fraud or fraudulent misrepresentation.

14. Intellectual Property

- 14.1 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.

15. General

- 15.1 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 including but not limited to the Intended Recipient.
- 15.2 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.
- 15.3 This Agreement is governed by the Laws of England.
- 15.4 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.

16. Transferring this Agreement

- 16.1 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.
- 16.2 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.