

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



## Royal Mail Non Account Age Verification Service Terms & Conditions

These age verification terms and conditions (**Age Verification T&Cs**) set out the terms agreed between Royal Mail (**we, our, Royal Mail**) and you (whether you are an individual, a company, or an organisation) (**you, your, Customer**) that apply to our provision of and your use of the "AV Services" (as defined below). Once entered into, these terms will be incorporated into and form part of the Non Account terms.

### 1 MEANINGS OF CAPITALISED WORDS

1.1 In these Age Verification T&Cs, the capitalised below shall have the meanings:

<b>AV Compatible Product</b>	i) Royal Mail Non Account Tracked 24 with Signature; ii) Royal Mail Non Account Tracked 48 with Signature; and/or iii) such other service(s) as may be notified by Royal Mail to the Customer from time to time;
<b>AV Item</b>	an Item sent under an AV Compatible Product that the Customer identifies as such to Royal Mail in accordance with paragraphs 3.1(b);
<b>AV Services</b>	the services provided by Royal Mail following the steps described in paragraph 4.1 during the delivery of an AV Item in the Territory;
<b>Bladed Items</b>	As described on <a href="https://personal.help.royalmail.com/app/answers/detail/a_id/96">https://personal.help.royalmail.com/app/answers/detail/a_id/96</a>
<b>Challenge 25</b>	the policy practised by Royal Mail whereby a person is required to be 18 years old or over in order for Royal Mail to deliver an AV Item to that person pursuant to the AV Services, will be challenged to prove their age if that person looks, to the relevant Royal Mail's staff member, under 25;
<b>Customer Service Point</b>	either a Post Office premises or a Royal Mail Enquiry Office;
<b>Non Account Terms</b>	Royal Mail Specific Terms for Non Account Tracked 24 and Tracked 48 (as updated from time to time) which can be found at <a href="https://www.royalmail.com/sites/royalmail.com/files/2020-03/specific-terms-for-non-account-tracked-24-and-tracked-48-version-2_2-30-03-2020.pdf">https://www.royalmail.com/sites/royalmail.com/files/2020-03/specific-terms-for-non-account-tracked-24-and-tracked-48-version-2_2-30-03-2020.pdf</a> (or substitute URL);
<b>Item</b>	has the meaning set out in the Non Account Terms;

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<b>Locker</b>	a lockable container to which a package may be delivered which may include (but not limited to) lockable containers positioned at petrol stations, retail outlets or any public space, which involve a code being sent to the Intended Recipient to open the locker;
<b>Royal Mail</b>	Royal Mail Group Limited incorporated and registered in England and Wales with company number 4138203 whose registered office is at 185 Farringdon Road, London EC1A 1AA;
<b>Relevant ID</b>	A valid passport or valid UK or EU driving licence;
<b>Territory</b>	all addresses in the United Kingdom other than Isle of Man, Jersey and Guernsey.

Except as otherwise defined herein or amended hereby, words and expressions defined in the Non Account Terms shall have the same meaning when used in these Age Verification T&Cs.

## **2 AV Service**

- 2.1 The AV Service will be available to you in accordance with these Age Verification T&Cs, and will apply in addition to the Non Account Terms.
- 2.2 Your use of the AV Service is subject to your compliance with these Age Verification T&Cs and the Non Account Terms that apply to the applicable AV Compatible Product.
- 2.3 If there is any conflict between these Age Verification T&Cs, and the Non Account Terms, these Age Verification T&Cs will prevail and take precedence.

## **3 CUSTOMER OBLIGATIONS**

- 3.1 If you wish Royal Mail to provide the AV Services in respect of an Item that is being delivered under an AV Compatible Product you shall:
  - (a) notify the Intended Recipient (and if you are a vendor such notification to be given prior to the purchaser placing the order for the relevant item) of: (i) the requirement for an individual aged 18 or over to be present at the Intended Recipient's address upon delivery; (ii) that Royal Mail practices Challenge 25 and the recipient may be required to present a Relevant ID to Royal Mail; and (iii) that failure to do so may result in the AV Item not being delivered;
  - (b) generate and use labels and barcodes in a format pre-agreed in writing by Royal Mail (which shall include email and/or Royal Mail's shipping solution you have utilised) in order to notify Royal Mail that the Item is an AV Item to which these Age Verification T&Cs apply;
  - (c) comply with the restrictions and requirements relating to Restricted Materials and Prohibited Materials set out at: [https://personal.help.royalmail.com/app/answers/detail/a\\_id/96](https://personal.help.royalmail.com/app/answers/detail/a_id/96) (as such websites and webpages may be replaced or updated from time to time);
  - (d) package and label all AV Items in accordance with UK Law (which, if you are sending Bladed Items may include (but not limited to), the Offensive Weapons Act 2019); and
  - (e) not send an AV Item to a purchaser or the Intended Recipient: (i) outside of the Territory; (ii) to a BFPO; (iii) to a PO box address; or (iv) to a Locker.
- 3.2 To avoid doubt, these Age Verification T&Cs are subject to the Prohibited Materials and Restricted Materials restrictions as referred to above at paragraph 3.1(c), and any requirement set out therein shall take priority and precedence over any provision in these Age Verification

T&Cs (in particular your attention is drawn to the restrictions therein which expressly prohibit you from sending certain types of knives and certain other offensive weapons under any circumstances).

- 3.3 You acknowledge and accept that labels we affix on any AV Item will not necessarily comply with UK Law that may apply to you as the sender. It is your responsibility to ensure that AV Items are packaged and labelled in accordance with UK Law.

For example, if you are sending a Bladed Item, this may include ensuring the AV Item is clearly marked to indicate:

- (a) that it contains an article with a blade or which is sharply pointed (as the case may be); and
- (b) that, when finally delivered, it should only be delivered into the hands of a person aged 18 or over,

**the information listed at points (a) and (b) above does not constitute legal advice and we accept no liability in relation to this information.**

- 3.4 If you fail to:

- (a) meet any of the requirements as set out in paragraphs 3.1, or paragraph 3.2 above in respect of any AV Item, then Royal Mail shall:
  - i. be under no obligation to perform the AV Services in respect of such item;
  - ii. have no liability to you in relation to the non-performance of the AV Services; and
  - iii. be entitled to assume that the arrangement between Royal Mail and you under the Non Account Terms does not cover delivery of items which, by law, may only be delivered to a person over the age of 18;
- (b) to meet any of the requirements as set out in paragraph 3.1, or paragraph 3.2 above, then you shall indemnify and keep indemnified Royal Mail and its employees, contractors, subcontractors and agents against all loss, damage or injury howsoever arising as a result or as a consequence (whether directly or indirectly) of such failure.

#### **4 ROYAL MAIL OBLIGATIONS**

- 4.1 During the term of these Age Verification T&Cs and subject to the other terms set out herein, Royal Mail shall provide the following AV Services to you, specifically:

- (a) as part of the delivery of an AV Item, Royal Mail shall apply its Challenge 25 practice in relation to the individual at the Intended Recipient's address (who, for the avoidance of doubt, may not be the Intended Recipient) if that person looks under 25, we shall request that they present a Relevant ID as a requirement for the delivery;
- (b) if the relevant person looks to the relevant Royal Mail staff member to be 25 or older or a Relevant ID is presented to the reasonable satisfaction of Royal Mail, Royal Mail shall ask the relevant person to sign to confirm: (i) delivery of the AV Item, and (ii) that he or she is aged 18 or over, following which it shall deliver the AV Item and record the delivery on its system;

if the relevant person looks to the relevant Royal Mail staff member to be under 25 and no legible Relevant ID is provided to the reasonable satisfaction of Royal Mail within a reasonable time after it being requested, Royal Mail shall not deliver the AV Item; if appropriate in the circumstances, Royal Mail shall hold the AV Item at a Customer

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Service Point, pending collection or further delivery request from the Intended Recipient;

- (c) on collection by the Intended Recipient from the Customer Service Point or redelivery (on request from the Intended Recipient), the same age verification process described in 4.1(a) and 4.1(b) above shall apply; and
- (d) in all other respects other than as described above, the delivery of the AV Item shall be subject to and governed by the relevant Non Account Terms (including without limitation delivery times and requirement for a signature).

### **5 TERMINATION AND CHANGES**

- 5.1 At any time and for any reason whatsoever Royal Mail may terminate these Age Verification T&Cs with immediate effect (and therefore the AV Services will cease to be available) by giving written notice and in such instance, to the extent permitted by law, we will not be responsible to you for any liability as a consequence of exercising this right.
- 5.2 The termination of:
  - (a) these Age Verification T&Cs shall not automatically terminate the Non Account Terms which shall continue to be governed by their own terms; and
  - (b) the Non Account Terms for any reason shall result in these Age Verification T&Cs being immediately terminated (from which point the AV Services will cease to be available to you).
- 5.3 If these Age Verification T&Cs expire or are terminated, we will each continue to retain our rights against each other existing at the date of such expiry or termination.
- 5.4 If we receive an AV Item after these Age Verification T&Cs have terminated or expired, or if we are in possession of an AV Item at the time these Age Verification T&Cs have terminated, we may, at our absolute discretion deliver, or return such AV Item either at a charge which we determine or at a charge which we agree with you.

### **6 CUSTOMER'S STATUTORY OBLIGATIONS**

- 6.1 If you are in the business of the sale of age-restricted items, then the following paragraph 6.2 is applicable to you.
- 6.2 You undertakes and warrant that in relation to all AV Items that are the subject matter of these Age Verification T&Cs, that you have complied with all applicable law in the Territory relating to the sale of age-restricted items, including without limitation the Offensive Weapons Act 2019, Criminal Justice Act 1988 and the Licensing Act 2003 (as amended), and you have in place effective systems for preventing sales to underage customers and have taken all reasonable precautions to verify the age of potential purchasers to avoid such sales.

### **7 ROYAL MAIL'S LIABILITY**

- 7.1 Royal Mail's responsibility in respect of the AV Items and the AV Services shall be governed by the Non Account Terms which relate to the relevant AV Compatible Product you have used as part of the AV Service, including without limitation terms in respect of maximum compensation, exclusions, limits and refunds.
- 7.2 Notwithstanding any other provision of these Age Verification T&Cs, Royal Mail does not exclude any liability relating to personal injury or death caused by our negligence, or for any losses which are caused by Royal Mail's fraud or fraudulent misrepresentation.

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7.3 Royal Mail shall not be liable where any person including without limitation you, the Intended Recipient or the individual providing the Relevant ID has been fraudulent or dishonest in any way, including by misrepresenting themselves or their identity or by presenting a fake Relevant ID.

### **8 GENERAL**

8.1 A person who is not a party to these Age Verification T&Cs has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

8.2 These Age Verification T&Cs are subject to and shall be construed in accordance with English law and the English courts shall have exclusive jurisdiction to settle any dispute arising out of or in connection therewith.

8.3 Except as expressly varied, all terms and conditions of the Non Account Terms shall continue unamended and remain in full force and effect.