



## Swap Out Terms and Conditions

Last updated 7 November 2022

Who these terms apply to:

The Royal Mail Swap Out scheme is operated by Royal Mail Group Ltd, a company registered in England and Wales (company number 04138203 with VAT number GB243170002) whose registered office is 185 Farringdon Road, London, EC1A 1AA. Royal Mail Group Ltd is referred to as “us” or “we” throughout these Terms and Conditions (**terms**).

These terms will apply to any contract between you and us for us to replace your non-barcoded stamps with barcoded stamps (**swap out**).

### 1. Introduction

1.1 These terms explain our duties to you and your duties to us and form the agreement between you and us for a swap out.

1.2 These terms with you are made up of:

1.2.1 the general terms set out in Part 1 of these terms (**General Terms**); and

1.2.2 the specific terms set out in Part 2 of these terms (**Specific Terms**); and

1.2.3 if you are a business customer, our business terms set out in Part 3 of these terms (**Business Terms**).

1.3 Whenever you request a swap out you should carefully read and understand these terms. By submitting your swap out form you agree to be bound by these terms. If you do not agree to the terms, you should not submit a swap out form.

1.4 If there is a conflict between the general terms and either the specific terms or the business terms, the specific terms and business terms will prevail insofar as they conflict.

1.5 In these terms, unless the context requires otherwise:

1.5.1 words denoting the singular includes the plural and vice versa and references to a person include any corporate or unincorporated body;

1.5.2 references to Clauses and Parts are to Clauses and Parts of these terms;

1.5.3 the headings in these terms are included for convenience only and will not affect its interpretation;

1.5.4 writing and written includes e-mail, except where expressly stated otherwise;

1.5.5 the terms including, include, in particular or any similar expression will not limit the sense of the words preceding those terms; and

1.5.6 a reference to a statutory provision is a reference to that provision as amended from time to time.

## 2 Definitions

2.1 You may not be familiar with some of the words or phrases we use in this document. When they are used for the first time, they are explained in the relevant part of these terms or in the following section.

**business customer** means a person who submits a swap out form in the course of a business.

**contract** means the contract between us and you for a swap out

**EU** means the European Union

**order** means an order for replacement barcoded stamps submitted by you in accordance with Clause 5.1.

**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 us or any subsidiary company of ours or its or their licensors.

**website** means [www.royalmail.com](http://www.royalmail.com)

**working day** means Monday to Friday excluding public and bank holidays in England or Scotland.

## **PART 1 – GENERAL TERMS**

### **3 Barcoded stamps**

3.1 Any images of barcoded stamps are for illustrative purposes only. Although we have made every effort to display the barcoded stamps accurately, we cannot guarantee that your computer's display of the colours and dimensions accurately reflect the colour and dimensions of the barcoded stamps accurately. Your barcoded stamps may vary slightly from those images.

3.2 If you are not a business customer, you have legal rights in relation to products that are faulty or not as described. Advice about your legal rights is available from your local Citizens Advice Bureau or Trading Standards office. Nothing in these terms will affect your statutory rights.

### **4 Privacy Policy**

4.1 We will use your personal data to process your swap out and as otherwise described in the swap out form and these terms. For further details, you can view our privacy policy here: [royalmail.com/privacy-policy](https://royalmail.com/privacy-policy). We recommend that you carefully read the privacy policy before you submit your swap out form.

### **5 Order and Acceptance**

5.1 To swap out your non-barcoded stamps you must submit a swap out form together with the stamps you wish to swap out. Your swap out must comply with these terms and the guidance set out on the swap out form and displayed on our website at [www.royalmail.com/barcodedstamps](https://www.royalmail.com/barcodedstamps) (or substitute URL).

5.2 Each swap out form you submit will be deemed to be a separate offer by you to swap out your non-barcoded stamps for an equivalent value of barcoded stamps in accordance with these terms.

5.3 We reserve the right to decline an order where your swap out form or the accompanying non-barcoded stamps are: (i) incomplete; (ii) inaccurate; (iii) fraudulent; (iv) counterfeit (including 'washed' stamps); (v) not in compliance with these terms or the guidance specified in Clause 5.1; (vi) deficient in some other manner; or (vii) submitted to exploit the swap out scheme for profit (or where we have a reasonable suspicion of any of the foregoing circumstances specified in (i) – (vii)).

5.4 A contract is formed each time an order is accepted by us. Acceptance of an order will take place on dispatch of the order for delivery.

5.5. If your swap out form and/or non-barcoded stamps are lost in transit to us when using Special Delivery Guaranteed we will not consider any claim for loss unless you provide a certificate of posting and the tracking number of the item (we therefore recommend that you keep the necessary records). The foregoing sentence does not apply to swaps outs sent using the Freepost service if you are sending a standard swap out form for stamps with a postage value of £200 or less.

5.6 We carry out checks to verify orders. You agree that we may contact you using the contact details supplied in your swap out form to enable us to verify your order.

5.7 We reserve the right to inform our security team of any order (including swap out form and stamps) which we consider to be fraudulent, counterfeit or otherwise illegal.

### **6 Delivery**

6.1 We will not charge for the delivery of your replacement barcoded stamps.

6.2 We aim to deliver the replacement barcoded stamps in the UK within 7 working days. However, the time taken to deliver the barcoded stamps will depend on whether we have any questions regarding your order, the size of your order, the delivery option(s) available, and the demand for swap outs at the relevant time. International deliveries may take longer, depending on the delivery option(s) available for the destination country.

6.3 Delivery of the barcoded stamps will be deemed to be completed on delivery of the replacement barcoded stamps to the address specified in your swap out form.

6.4 Any dates quoted for delivery are approximate only, and any failure by us to deliver on time does not allow you to terminate the contract.

6.5 We reserve the right to make delivery of an order in instalments.

6.6 Where we are unable to deliver your order (for example if it does not fit through the letter box) and/or if you are unable to accept delivery, we will leave a note at the delivery address with details for you to re-arrange delivery or to collect your order from your local Royal Mail delivery office. It is your responsibility to arrange for your order to be re-delivered or collected. If an undelivered order has not been delivered or claimed within 18 calendar days we will be entitled to deal with your order as we see fit and you may not receive the replacement barcoded stamps.

## **7 Ownership and Risk of Loss or Damage**

7.1 When the replacement barcoded stamps are delivered in accordance with Clause 6.3, the risk and ownership of the replacement barcoded stamps will pass to you and we will not be liable for loss or damage after that time.

## **8 Issues with the Delivery of an Order**

8.1 Where you are not satisfied with the delivery you receive from us because:

8.1.1 the replacement barcoded stamps are not of satisfactory quality or are damaged;

8.1.2 the delivery contains more than the quantity of replacement barcoded stamps originally ordered by you;

8.1.3 the delivery contains less than the quantity of replacement barcoded stamps originally ordered by you; or

8.1.4 the delivery does not contain the replacement barcoded stamps ordered by you, you will notify us within 7 days of receipt of delivery; and

8.1.5 in the case of Clauses 8.1.1, 8.1.2 and 8.1.4 above, provided that you return the relevant barcoded stamps, along with proof of your order (including a copy of your swap out form), to us by Special Delivery Next Day (or an alternative return delivery service at our request) and pay for the cost of the return, within 14 days of receipt of delivery, we will at our option either refund or replace the unsatisfactory or incorrect barcoded stamps (except in the case of Clause 8.1.2) and refund you the cost of the return delivery service charge; or

8.1.6 in the case of Clause 8.1.3 above, we will deliver to you at our own cost the additional replacement barcoded stamps missing from the original delivery.

8.2 If you fail to notify us of issues with delivery in accordance with Clause 8.1 you will be deemed to have accepted the barcoded stamps.

8.3 If any barcoded stamps returned in accordance with Clause 8.1 fail to reach us, you will be required to show suitable proof of dispatch (together with the proof of order specified in Clause 8.1.5) before the barcoded stamps are exchanged or refunded.

## **9 Liability (WE DRAW YOUR ATTENTION IN PARTICULAR TO THIS CLAUSE)**

9.1 Nothing in these terms and conditions will limit or exclude our liability for:

9.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);

9.1.2 fraud or fraudulent misrepresentation;

9.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1978; or

9.1.4 defective products under the Consumer Protection Act 1987

or otherwise affect any of your statutory rights that cannot be excluded or limited.

9.2 If you are not a business customer, and we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these terms or our negligence (we are not responsible for loss or damage that is not foreseeable). Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into the contract.

9.3 We have no liability to you for any failure or delay in complying with any of our obligations under these terms and conditions that is caused by any industrial action or event or circumstance outside our reasonable control.

## **10 Intellectual Property**

10.1 You shall have no right to use any Royal Mail intellectual property without first obtaining Royal Mail's permission in writing. Any goodwill arising from your use of Royal Mail intellectual property will automatically accrue to us and you must, at your own expense, sign a confirmatory assignment of such goodwill if we request that you do so.

10.2 Royal Mail intellectual property is and shall remain our sole and exclusive property and/or the property of our wholly owned subsidiaries and/or our or their licensors and you shall not perform any act that would or might invalidate such title or dilute such rights in any way.

10.3 You shall not modify, alter or deface any materials provided by us containing Royal Mail intellectual property or do anything likely to bring us into disrepute.

10.4 You shall abide by all of our policies and guidelines for the usage and placement of such materials referred to in Clause 10.3.

10.5 You 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 us.

## **11 Changes to the terms**

11.1 We reserve the right to change and update the terms from time to time and recommend that you visit our website regularly to keep informed of the current terms that apply to swap outs. By continuing to access swap out information on our website and/or submitting a swap out form, you will be deemed to have agreed any changes or updates in our terms.

## **12 Variation**

12.1 We intend to rely upon these terms in relation to the contract between you and us. If you require any changes, please make sure you ask for us to put these in writing. This can help avoid any problems about what you expect from us and what we expect from you.

### **13 Waiver**

13.1 A waiver of any right or remedy under the contract is only effective if given in writing and will 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 will constitute a waiver of that or any other right or remedy. No single or partial exercise of such right or remedy will preclude or restrict the further exercise of that or any other right or remedy.

### **14 Severance**

14.1 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 shall not affect the validity and enforceability of the rest of the contract.

### **15 Third Party Rights**

15.1 A person who is not a party to this contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of it.

### **16 Notices and Complaints**

16.1 To be effective, notices and complaints must be in writing and addressed to Swap Out, Royal Mail, 2 Admiral Way, Doxford International Business Park, SUNDERLAND, SR3 3XW. Webform: [royalmail.com/swapoutsupport](http://royalmail.com/swapoutsupport).

16.2 If you are not a business customer, general enquiries in relation to your order can be made by telephone by calling us on 0345 774 0740.

### **17 Governing Law and Jurisdiction**

17.1 Relevant United Kingdom law will apply to these terms and the relevant courts of the United Kingdom will have exclusive jurisdiction in relation to these terms.

## PART 2 – SPECIFIC TERMS

18. We will only swap out non-barcoded stamps with the profile of HM The Queen, International stamps and Country stamps, along with 'make-up value' stamps. Non-barcoded Special Issue stamps (that is those produced for commemorative events) remain valid for postage and are not eligible for swap out. Post and Go stamps from Post Office self-serve kiosks and Christmas stamps remain valid and are not eligible for swap out (see [www.royalmail.com/barcodedstamps](http://www.royalmail.com/barcodedstamps) for a full list of the stamps eligible for the swap out).

19. There is a maximum value of £200 per swap out using the standard swap out form. If you wish to swap more than this value a swap out form for over £200 must be used, which is available to download from [www.royalmail.com/barcodedstamps](http://www.royalmail.com/barcodedstamps).

20. We will only swap stamps that are valid for posting. We will not swap used stamps.

21. If you use the standard swap out form for values of £200 or less, individual gum stamps (those which are not self-adhesive) must be stuck to the relevant space within the swap out form.

22. If you use a swap out form for swap outs exceeding £200, gum stamps (those which are not self-adhesive) must not be stuck to paper and must instead be clearly batched by the stamp value and colour in clear plastic bags of 50 stamps (less than 50 stamps must be collated together in value order).

23. Non-barcoded stamps will only be replaced by barcoded stamps and will not be exchanged for cash. We will replace non-barcoded stamps eligible for swap out with the corresponding barcoded stamps (for example a 2<sup>nd</sup> class non-barcoded stamp will be replaced with a barcoded 2<sup>nd</sup> class stamp). If non-barcoded stamps you have sent to us are no longer available and are eligible for swap out, the postage value will be aggregated and we will return to you barcoded stamps to at least the equivalent value of that aggregated sum (in such cases we will typically return to you 2<sup>nd</sup> class barcoded stamps although we may at our discretion return alternative barcoded stamps, including, for example, where the aggregated value of the stamps is lower than the value of a 2<sup>nd</sup> class stamp).

23A. If we consider in our reasonable discretion that you have submitted an excessive number of swap out forms, we reserve the right to aggregate your swap out forms (and the stamps you have submitted with those forms) for the purpose of calculating the value of barcoded stamps due to you (for the avoidance of doubt, we will always return to you barcoded stamps to at least the value of the non-barcoded stamps you have submitted with the application forms we have aggregated).

23B. Books of non-barcoded stamps will be replaced by individual barcoded stamps (not books of barcoded stamps).

24. If you use a standard swap out form for values of £200 or less you must send your swap out form to the Freepost address specified at [www.royalmail.com/barcodedstamps](http://www.royalmail.com/barcodedstamps). If you use a swap out form for a swap out of £200 or more, we recommend sending your swap out form using a service with adequate compensation cover for the value of the non-barcoded stamps you are sending to us. When you send your swap out form for a swap out exceeding £200 using a Royal Mail delivery service, we will refund you for the cost of that service by returning additional barcoded stamps equal to the value of your postage cost. For the avoidance of doubt, we will not provide that refund in cash. Royal Mail Special Delivery Guaranteed is the most appropriate service to use for swaps out exceeding £200 (the Royal Mail Special Delivery Guaranteed service gives you the option to purchase **up to** £2,500 in compensation cover, whereas other Royal Mail services will not offer any compensation for swap outs exceeding £200).

25. Stamps must be returned in the same condition as purchased and must be on their original backing (e.g. not attached to any other items or surfaces including, without limitation, to envelopes, packaging or papers). We reserve the right to decline an order that does not comply with this clause 25.

26. We will not accept stamps in albums, boxes or other organised collections.

27. We will only accept delivery of non-barcoded stamps by hand if the postage value of the non-barcoded stamps you wish to swap out exceeds £2,500. Hand deliveries must be made to Royal Mail, Tallents House, 21 South Gyle Crescent, Edinburgh EH12 9PB. **PLEASE NOTE: You must book an appointment at least 48 hours in advance by emailing TH\_Bookings@royalmail.com. Appointments are subject to availability. We reserve the right to refuse hand deliveries where you have not booked an appointment.**

## **PART 3 – BUSINESS TERMS**

The following business terms will apply to any business customer placing an order. If there is a conflict between the general terms of sale and these business terms, these business terms will prevail insofar as they conflict.

### **28 Destinations outside the UK**

28.1 If you have placed an order to be delivered to destinations outside of the UK, including the EU, you may be liable for any VAT and other local taxes, customs duties, handling and collection charges your order may be subject to in the destination country. We are unable to advise what overseas taxes, duties and charges may apply, and we recommend you seek your own advice prior to placing an order for delivery to destinations outside of the UK.

### **29 Cancellation of Orders**

29.1 If you commit a material breach of any of these terms and, where we consider that such breach is remediable, you fail to remedy the same within 14 days of being required by us to do so then (without limiting any other right or remedy available to us) we may cancel or suspend all further deliveries under the contract or under any other contract between you and us without incurring any liability to you.

29.2 You will notify us in writing or by email within 80 days of sending your swap out order for replacement barcoded stamps if you fail to receive delivery of that order and you will provide evidence that the order was placed (including, without limitation, proof of postage and a copy of the applicable swap out form). We reserve the right to refuse to replace orders not claimed within this 80 day period.

### **30 Notices and Complaints**

30.1 To be effective, notices and complaints for business customers must be in writing and addressed to: Swap Out, Royal Mail, 2 Admiral Way, Doxford International Business Park, SUNDERLAND, SR3 3XW. Webform: [royalmail.com/swapoutsupport](http://royalmail.com/swapoutsupport).

30.2 General enquiries can be made by telephone by calling us on 0345 774 0740.

### **31 Liability**

31.1 Subject to Clause 9.1:

31.1.1 we will not be liable for breach of these terms and conditions as a direct result of industrial action or circumstances beyond our control;

31.1.2 we will 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;

31.1.3 our total liability to you 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 will be limited to the postage value of the non-barcoded stamps you supplied to us as part of your order.

31.1.4 we will not be liable for any delay in delivering the replacement barcoded stamps.

31.2 For the avoidance of doubt, Clause 9.2 does not apply to business customers.

### **32 Matters beyond our reasonable control**

32.1 In certain circumstances we may not be able to provide the replacement barcoded stamps because of something beyond our reasonable control (such as war, acts of terrorism, extreme weather conditions, earthquakes, fire, floods, traffic congestion, epidemic, pandemic, government action, mechanical breakdown (including of machinery, equipment, and vehicles), any public or private road being blocked, or industrial action and the outcomes of any such events and circumstances).

32.2 If this happens, we will not be responsible to you for any delay in delivery of the replacement barcoded stamps. However, we will try to notify you promptly about any such circumstances (notice may be provided by way of a service message displayed on our website, [www.royalmail.com](http://www.royalmail.com)).

### **33 Anti-Bribery**

33.1 In entering into the contract both you and we warrant that neither you nor we have done, and in performing your and our 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.

33.2 You and we warrant that you and we will comply with, and will procure that any individuals involved in performing the contract on your or our behalf will comply with the requirements of the Bribery Act 2010.

### **34 Transfer**

34.1 We may transfer our rights and duties under the contract or arrange for any other person to carry out our rights and duties under the contract. You will not transfer any of your rights or duties under the contract without our prior written consent. Where we consent to you transferring your rights or duties in accordance with this Clause 34, you will be responsible to us for any action that the assignee takes.

### **35 Entire Agreement**

35.1 These terms and conditions constitute the entire agreement between you and us and supersede and extinguish all previous drafts, agreements, arrangements and understandings between you and us, whether written or oral, relating to its subject matter.

35.2 Nothing in this agreement is intended to, or will 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.

### **36 Governing Law and Jurisdiction**

36.1 These terms, 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), will be construed in accordance with, and governed by, the Laws of England and Wales and we and you submit to the exclusive jurisdiction of the Courts of England and Wales.