



Royal Mail general terms and conditions

January 2012

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Royal Mail general terms and conditions

Who this agreement applies to

Royal Mail Group Ltd, a company incorporated in England and Wales number 4138203) with its registered address at 100 Victoria Embankment, London, EC4Y 0HQ (**us or we**)

Your company or organisation (you).

1 Introduction

- 1.1 These general terms and conditions (**general terms**) explain our duties to you and your duties to us and form part of your agreement with us for each **service** we agree to provide you with in connection with your account with us.
- 1.2 Our **agreement** with you is made up of:
 - 1.2.1 these general terms;
 - 1.2.2 any specific terms and conditions for a **service (specific terms)**;
 - 1.2.3 any terms which set out how items should be presented for that service, including those set out in our service user guides (**operational terms**);
 - 1.2.4 the terms relating to how you can pay for the services (**account terms**);
and
 - 1.2.5 our standard charges for each service (**rate card**).
- 1.3 You can find a list of the postal services to which this agreement applies at appendix A. This agreement does not apply to those postal services for which you do not have an account with us – we provide those services under the terms of the **scheme**. You can get more information on the scheme and the services it covers at www.royalmail.com/scheme, from a member of your account team, or from our Sales Centre on 08457 950950.
- 1.4 We will tell you what specific terms and operational terms apply when you open an account and any later changes to the terms (including when you apply for a new service). In this agreement, we refer to the specific terms, operational terms and account terms together as the **additional terms**. The additional terms are set out in material we publish on our website. You can ask us for printed versions at any time.
- 1.5 These general terms take priority over any previous agreements or arrangements between us for the services covered by this agreement, and the agreement makes up the full understanding between us.
- 1.6 If the additional terms contradict the terms set out in these general terms, the additional terms will apply.

2 Definitions

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 shown in **bold print** and explained in the relevant part of this document or in the following section.

A3 packet An item which is not a **letter** or **large letter**, and is no larger than 420 millimetres by 297 millimetres, no thicker than 25 millimetres, and no heavier than 750 grams.

automated large letter An item which is between and including:

- 229 millimetres and 324 millimetres long;
- 162 millimetres and 229 millimetres wide;
- 1 millimetre and 10 millimetres thick; and
- 50 grams and 750 grams in weight,

and can be processed by our sorting machines.

confirmed sales order The document you create when you or your agent confirm an order using your online business account.

customer collection receipt The document with that name which we provide for you to complete, or another form of this document which we have previously agreed with you.

Discount The amount set out as a discount in each rate card or specific terms.

exceptional posting Either or both of the following:

- a **posting** of more than the following volumes

Format	sorted services; Packetpost™; Packetsort™, Packetsort™ Plus and Royal Mail Tracked®	all other services
Letters	1m	250k
large letters	500k	100k
Packets	250k	60k
Special Delivery™	Does not apply	20k

- a posting which includes items which will not fit through an average-sized letter box.

Handover	The time at which we finish collecting a posting from you or you finish delivering a posting to us.
handover point	That part of your, your agent's, or our premises (or any other point as we may agree) where the items are handed over to us.
intellectual property	Patents, trademarks 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 rights or forms of protection of a similar nature whether or not any of them are registered.
international contract services	International Tracked and Secure Services incorporating International Contract Airsure® and International Contract Signed For™; International Letters: International Flats; International Mixed Mail; International Packets; International Destination Sort™; International Destination Sort™ M-Bags and International Local Look.
items	Letters, large letters, automated large letters, A3 packets or packets which we agree to handle and deliver under the terms of the agreement.
letter	An item which is no larger than oversized C5 (240 millimetres by 165 millimetres), no thicker than 5 millimetres, and no heavier than 100 grams.
large letter	An item which is not a letter, and is no larger than 353 millimetres by 250 millimetres, no thicker than 25 millimetres, and no heavier than 750 grams.
packet	An item which is not a letter, large letter or A3 packet, and is no larger than 460 millimetres by 610 millimetres by 460 millimetres and no heavier than 2 kilograms. For tubular and long rectangular packages, the length plus twice the diameter must not go over 1040 millimetres or be more than 900 millimetres long.
payment mark	<ul style="list-style-type: none"> • A printed postage impression (PPI) • A franking-machine impression • A barcode you have taken from a Royal Mail approved website and printed on each item
postage	The amount you must pay for each posting and calculated using the rate card.
posting	A consignment of your items prepared in line with the terms and conditions of this agreement.

prohibited material

- Aerosols, except inhalers
- Alcoholic beverages with alcohol content higher than 70%
- Asbestos
- Batteries that are classed as dangerous goods by the latest edition of the International Civil Aviation Organisation's Technical Instructions
- Butane lighters and refills
- Clinical and medical waste
- Flammable, non-flammable, toxic compressed gases
- Corrosives
- Counterfeit money or counterfeit postage stamps
- Drugs of any description, except those which are **restricted material**
- Dry ice
- Environmental waste
- Explosives
- Filth
- Flammable liquids or solids
- Lottery tickets except for United Kingdom lottery tickets
- Indecent, obscene or offensive material
- Infectious substances (UN2814 or UN2900) as classified at Division 6.2 of the 2005-2006 Edition Technical Instructions for Safe Transport of Dangerous Goods by Air published by ICAO (International Civil Aviation Organisation)
- Magnetised material with a magnetic field strength of 0.159A/metre or more at a distance of 2.1 metres from the outside of the package
- Matches
- Oxidising materials or organic peroxides
- Pesticides
- Toxic liquids, solids or gases
- Poisons
- All radioactive material and samples that are classified as radioactive using Table2-12 of the latest edition of the International Civil Aviations Organisation's Technical Instructions
- Weapons of war, except those which are restricted materials
- Ammunition
- Solvent-based paints, varnishes and enamels
- Water-based paints, varnishes and enamels with volume over 150 millilitres
- Any other item banned by law or that in our opinion may be harmful or dangerous to our employees;

Regulator

Ofcom, or the organisation that may take over its duties.

Restricted material

- Alcoholic beverages with alcohol content lower than 70%
- Batteries, other than those that are prohibited material
- Battery-operated goods (not including batteries that are prohibited material)
- Drugs sent in emergencies for medical or scientific purposes
- Guns for sporting use
- Diagnostic substances (UN3373) as classified at Division 6.2 or the 20052006 Edition Technical Instructions for the Safe Transport of Dangerous Goods by Air, published by ICAO (International Civil Aviation Organisation), only if they meet all the packaging instructions as set out in our “Packaging Requirements for Diagnostic Specimens”
- Living creatures
- Magnetised materials, other than those that are prohibited material
- Water-based paints, varnishes and enamels with volume less than 150 millilitres
- Perishable goods
- All radioactive material and samples that are not classified as radioactive using Table 2-12 of the latest edition of the International Civil Aviation Organisation’s Technical Instructions
- Vaccines
- Over-the-counter medicines and prescription medicines (including, inhalers of a volume of 50ml or less), as long as these are being supplied lawfully, with our permission (conditions may apply, including relating to the type of medicines that may be sent, how, when, who by and who to) and if you are sending those items by a service which carries those items in line with the specific terms for that service;

Scheme

The Successor Postal Services Company Inland Letter Post, Inland Parcel Post, Overseas Letter Post, Overseas Parcel Post, or Franking Letters and Parcels Scheme, or any other scheme made under Section 89 of the Postal Services Act 2000. You can view the schemes at www.royalmail.com/scheme

services	Advertising Mail; Advertising Mail Light; Mailsort® including Mailsort 70; Sustainable Mail; Walksort®; Presstream® (including Presstream® Walksort and Presstream® Premium); Packetpost, Packetpost Returns; Packetsort; Packetsort Plus; Cleanmail® (including Cleanmail® Advance and Cleanmail® Plus); mailmedia®; Royal Mail Heavyweight™; Big Book™, Business Mail Secure, international contract services, Automated Standard Tariff Large Letter®; standard tariff services , Early Collect™; Early Extraction™; Presorted Delivery, Royal Mail Tracked, Royal Mail Tracked Next Day, Special Delivery.
sorted services	Advertising Mail; Sustainable Mail; Mailsort including Mailsort 70; Walksort; Presstream; Presstream Walksort; mailmedia; Royal Mail Heavyweight; Big Book.
standard tariff services	First Class Letters, First Class Large Letters; First Class Packets, Second Class Letters, Second Class Large Letters, Second Class Packets; Recorded Signed For Services; International Letters; International Printed Papers; International Small Packets, Airsure; International Signed For™, Special Delivery (standard tariff).
tracked services	Special Delivery, Royal Mail Tracked, International Signed For and Airsure
Valuables	<ul style="list-style-type: none"> • Jewellery (including, diamonds and precious stones); watches (the cases of which are made totally or mainly of precious metal); any precious metal that has been made to add value to the raw material; and any similar articles with a value other than the value of the workmanship); and • Money (including, coins, bank notes, postal orders, cheques; unused postage and revenue stamps and National Insurance stamps; exchequer bills, bills of exchange, promissory notes and credit notes; bonds, coupons and other investment certificates; and coupons, vouchers, tokens, cards, stamps and other documents that can be exchanged for money, goods or services);
working day	In relation to each service, each day that we provide each service (as identified in the additional terms).

3 Providing the services

- 3.1 We will provide you with each service from the date we agree with you.
- 3.2 We will provide the services on working days only.

- 3.3 We will **receive** your items when you give us (and when we sign, if this applies), the relevant documentation described in clause 4.6, or any other document that you need to provide for the service at handover. We will **accept** the items once we are satisfied that the posting and the documentation that comes with it are accurate and meet this agreement.
- 3.4 If we have agreed to collect items from you, we will collect each posting from the handover point at the times we have already confirmed with you or your agent, using our standard operating procedures for collections.
- 3.5 We aim to deliver items we have accepted in line with clause 3.3 within the time given in the additional terms. In line with clause 7, we will be responsible if the items are lost or damaged or we deliver them later than the time given in the additional terms.

Our responsibility to you for loss or damage starts when we receive your items; our responsibility to you for delivering your items on time starts when we have accepted them.

- 3.6 We may decide not to collect or deliver any items if we consider it to be impractical or unreasonable to do so, including if:
- 3.6.1 the address is not safe;
 - 3.6.2 there is no-one living permanently at the address we have to deliver the item to;
 - 3.6.3 the address on the item is not complete or has not been written or printed clearly enough to read;
 - 3.6.4 our staff's health and safety would be at risk in any way;
 - 3.6.5 we need a signature for any item we deliver and nobody is available to sign;
 - 3.6.6 the regulator has agreed to us making a change to the information we have confirmed with you; or
 - 3.6.7 you have not confirmed the handover point with us.
- 3.7 We do not have a duty to provide you with the services if any item does not keep to this agreement.

Access to Royal Mail Premises

- 3.8 Where you or your employees, agents or contractors (**staff**) need to access our premises (or any part of them) to hand over items, you must make sure that your staff carry suitable identification with them which they must produce to our staff upon request.
- 3.9 We will give you or your staff such access to our premises as you need to hand over items in line with this agreement.
- 3.10 We may refuse your staff admission to our premises, or require your staff to leave our premises, at any time and for any reason.
- 3.11 While your staff are on our premises, you must ensure that they conform to our codes and regulations, adopt proper standards of behaviour, and co-operate with our employees or agents having security responsibilities.

Items we cannot deliver

- 3.12 Our duty is to deliver items to the address written or printed on the item or to an alternative address in line with condition 3.15. We are not responsible for delivering the item to the person whose name is written or printed on the item
- 3.13 If we cannot deliver an item but it has a payment mark on it and the return name and address are clear on the cover or envelope, we will return the item to that address. If the item has a payment mark on it but the return name and address on the cover or envelope cannot be read clearly or is not within the UK, we may deal with the item in any way we feel is appropriate.
- 3.14 If we are not able to deliver an item and it does not have a payment mark on it and your name and address on the cover or envelope cannot be read clearly, we may open that item. We will return the item to you or your agent if:
- 3.14.1 your name and address are inside;
 - 3.14.2 the address is in the United Kingdom
 - 3.14.3 the item is not made up only of advertising material, newspapers or magazines.
- 3.15 If we are unable to deliver an item because it does not fit through the letter box, no-one is available to receive or sign for it and there is no other delivery instruction attached, we may deliver the item to a neighbour's address and leave a card for the person the item is addressed to explaining that it has been left with that neighbour. If we choose not to leave the item with a neighbour or the item has been sent using our Special Delivery service or we cannot find a neighbour, we will take the item back to our local premises and leave a card at the address. The card will give the person the item is addressed to the option to have the item delivered to that address later, or tell them where they can collect the item from.
- 3.16 If the person the item is addressed to does not arrange to collect it or have it delivered within 18 days, we will make a reasonable effort to return the item to you or your agent. If we are not able to identify you or your agent as having sent the item, we will deal with the item in any way we feel is appropriate.
- Otherwise, we will deal with the items in any way we feel appropriate.
- 3.17 If it is a requirement of the service, we will make reasonable efforts to get a signature from the person receiving the item when we deliver it to the relevant address or (subject to 3.15 above) leave it with a neighbour. If we have to deliver a number of items to the same premises, we may get one signature for all the items.

4 Your duties

4.1 Keeping to these terms

You agree to carry out your duties under the agreement.

4.2 Safely entering your premises

- 4.2.1 You must allow us and each of our employees, contractors, representatives and agents to enter your premises or your agent's premises safely to provide the services.
- 4.2.2 You agree to pay us for any costs (including legal costs) expenses, claims, losses, damages and awards we have to pay because you have not kept to clause 4.2.1.

4.3 Minimum volumes

You will give us the minimum mail volumes for each service, as set out in the additional terms.

4.4 Forecasting

- 4.4.1 You or your agent must tell us in writing of your monthly, weekly and daily posting plans according to the forecasting process we tell you.
- 4.4.2 If you want to hand over more than 4000 letters or 1000 large letters or packets, you or your agent must tell us in writing of the actual number of items you want to hand over. You must do this by 3pm on the working day before the handover (or, if the handover is scheduled for a day which is not a working day by 3pm on the Thursday before that day), unless we agree a different requirement or a different requirement is set out in the additional terms.
- 4.4.3 You or your agent must include the following details in the forecast you give us in line with clause 4.4.2.
- Your or your agent's name
 - Your account number where possible
 - The handover point
 - Volumes (by class and format for each service)
 - For our international services, the country the item is going to and the weight of the item
- 4.4.4 You or your agent must tell us by 10am on the day of the handover if the number of items you will hand over varies by up to 5% from the number you previously gave us. We will not accept any items which vary by more than 5%.
- 4.4.5 You or your agent must tell us at least four weeks before the posting date if you want to hand over an exceptional posting.
- 4.4.6 If you or your agent fails to give us notice in line with this clause 4.4, we may not collect or process your posting in full on the same working day as the day of the hand over, although we will try to do so. If we cannot collect or process your posting, we will amend the documentation that accompanied your posting to reflect the new date of posting.

4.5 How your items should be presented

- 4.5.1 In each posting, you must only include items you want us to handle under the specific terms for that individual postal service. You must not mix together items that are to be dealt with under different postal services.
- 4.5.2 You must present items in line with the additional terms.
- 4.5.3 You must make sure each item bears a complete and accurate address, including a postcode.
- 4.5.4 You must use only our **property** (described in clause 13) to carry out your duties under this agreement, unless we agree otherwise.
- 4.5.5 You must provide all bundling materials, such as rubber bands, strapping and bundling ties.
- 4.5.6 For each posting which is the same shape, size and weight, you must make sure that each posting is made up of either:
- all letters;
 - all large letters;
 - all A3 packets;
 - all packets; or
 - all automated large letters.

You can include items of different formats, mixed weights and different shapes and sizes in a single posting. For a posting that includes a mixture of formats, we will charge you as if the posting is made up of all items of the largest format. You must make sure that any mixed-weight or mixed-size postings (whether they have been sorted by hand or otherwise) meet the additional terms, including how you give us information about the item.

- 4.5.7 You must make sure that every item included in a posting has a payment mark on it to show that postage has been or will be paid.
- 4.5.8 You or your agent must load all bags or containers into our vehicles in line with our policies and procedures for working safely, which we tell you if we are collecting your items. We may decide to help you load or unload, but we do not have to. If you store filled bags temporarily for collection in containers or cages, you must fill up the containers or cages before filling a new one.
- 4.5.9 You or your agent must unload all bags or containers from your or their vehicle in line with our policies and procedures for working safely, which we tell you if you or they are delivering items to us.
- 4.5.10 You must make sure that, for each posting, the weight of any:
- wheeled container is not more than 250 kilograms;
 - cage is not more than 750 kilograms;
 - bag is not more than 11 kilograms;
 - tray is not more than 10 kilograms; and
 - strapped bundle is not more than 6.4 kilograms.

In each case, the total weight includes the weight of the container.

4.6 Documentation

4.6.1 You must make sure that each posting of sorted services comes with a customer collection receipt at each handover and:

- at least one paper copy of a confirmed sales order that working day (or, if there is a failure of a system or internet provider, the order number provided by us and presented with the handover on your headed paper), or
- an original posting cheque at each handover.

For all other services, each handover must come with:

- a customer collection receipt **or** a paper copy of a confirmed sales order (or, if there is a system or internet provider failure, the order number provided by us and presented with the handover on your headed paper), with at least one paper copy of a confirmed sales order each working day; or
- an original posting cheque at each handover.

4.6.2 You must make sure that each posting comes with any other documentation in line with the additional terms. Some documentation is needed with every handover.

4.6.3 If you or your agent is handing over a number of postings or combining postings, you or your agent must provide a paper copy of a confirmed sales order for each account on the final handover for that posting of each working day.

4.6.4 You must make sure you fill in each posting cheque or confirmed sales order clearly and accurately to allow us to accurately calculate the postage due. The minimum postage will be the amount set out in the account terms as being the minimum order value. We will try to contact you or your agent as soon as possible to resolve any differences in the information you give us and the results of any checks we may make. However, any differences between the information shown on the posting cheque or confirmed sales order and the actual posting may lead to a delay in handling your items. If we are not able to contact you or your agent immediately to correct any differences, we have the right to amend the posting cheque or confirmed sales order to show the full value of postings made or to do any of the things described in clause 5.

4.6.5 If you use a posting cheque book, you must make it available for us to inspect at all reasonable times until:

- the posting cheques have been invoiced and paid; or
- you have declared that they are spoiled or no longer valid and returned them to us.

You must return spoiled or invalid posting cheques to the issuing office (as shown on the posting cheque) and follow the instructions for issuing and using posting cheques (printed on the cover of the posting cheque books).

4.7 Contents of items

4.7.1 You must make sure that the contents of all items do not break the British Codes of Advertising and Sales Promotion (BCASP). If the Advertising Standards Authority (or any body that takes over its role) accepts any complaint relating to you breaking the relevant codes seriously or persistently, we may:

- end this agreement in line with clause 9; or
- withhold or take back from you the discount for the posting.

You must also make sure that the contents are not offensive, indecent or threatening and that they meet all relevant laws and regulations.

4.7.2 You must make sure that items do not contain:

- any prohibited materials;
- any restricted materials, unless you meet all our requirements for us accepting the items; or
- any valuables, unless specifically allowed in the specific terms.

4.7.3 You must make every effort to apply the latest version of the Mailing Preference Service's Suppression File to all consumer prospect lists. You can get this file from the Mailing Preference Service, DMA House, 70 Margaret Street, London W1W 8SS.

4.7.4 You or your agent must always use the latest version of the database for each service, where this applies, as given in the additional terms. We will tell you what the latest version is. You may lose a discount if you do not use a valid service database.

4.8 General

4.8.1 You must make postings on working days only unless we agree otherwise. If we agree to receive a posting on a day which is not a working day, we will treat this as a posting you have made on the next working day.

4.8.2 You must make sure you or your agent delivers each posting to the handover point, or makes the posting available for us to collect from the handover point, by the **latest posting time** we have agreed.

For items we collect from you or your agent, the **latest posting time** is the time by which you or your agent must have loaded the items onto our vehicle and given us all the relevant and complete documentation.

For items you or your agent hands over to us, the latest posting time is the time by which you or your agent must have unloaded the items and given us the relevant and complete documentation.

5 If you fail to carry out your duties

- 5.1 If we find that you have not carried out any of your duties before and during the time you hand over items (including giving us the wrong details about the postage), we will contact you or your agent to decide what action we will take. We will try to do what you prefer where possible. The action we can take may include us:
- 5.1.1 holding the items until you give us complete and accurate documentation;
 - 5.1.2 removing a part or all of any discount;
 - 5.1.3 reworking the items or returning the items to you for you to rework (In each case we may charge you extra amounts to cover our costs); or
 - 5.1.4 delivering the items using the most suitable alternative service, in which case the postage, fees, and conditions of that service will apply.
- 5.2 If we cannot agree the preferred action, or if you or your agent refuse to accept the return of the items, we will hold the items for up to 14 days. During this time you or your agent can ask us to return the items to you or your agent and we will charge you a reasonable extra charge for this. If we have not heard from you or your agent within 14 days, we can destroy the items and we will charge you a reasonable extra charge for this. You must pay any extra charges within seven days of receiving a valid invoice from us.

6 Charges

- 6.1 You agree to pay for the services you use in line with this clause.
- 6.2 We will set up an account with you for postage for as long as the agreement lasts, in line with the account terms.
- 6.3 Unless we require you to pre-pay for the services, we will send you invoices for the services each week and you must pay all invoices in full within 30 days of the date of the invoice, unless we agree otherwise.
- 6.4 We will send invoices to the address you give us for this purpose. If you have an online business account with us, you can also view your invoices at www.royalmail.com/oba

- 6.5 If you think we have made an administrative mistake in the amount of an invoice you must, within seven days of the date of the invoice, tell us, and give us all relevant information to support your claim. If we agree with you, we will make an adjustment to your invoice as necessary.
- 6.6 Unless otherwise stated, the charges set out in the rate card do not include VAT. You must pay any VAT due on the charges.
- 6.7 If you do not pay us (or we have a good reason for believing you will not pay us) in line with clause 6.3, we will be entitled to:
- 6.7.1 stop carrying out our duties under this agreement without having a responsibility to you, as long as we have first given you reasonable notice that we plan to do so; and
 - 6.7.2 charge you daily interest on all amounts you do not pay from the date they are due until we receive the payment in full. The interest will be at a yearly rate equal to 4% above the base lending rate of The Bank of England;
 - 6.7.3 If you do not pay us for any services in line with this clause 6, in addition to our other rights we can offset any amount we owe you under this agreement against any amounts you owe us. We will offset amounts against the oldest unpaid invoice first.
- 6.8 If we stop providing the service, we will tell you what you need to do before we can start providing the service again.
- 6.9 If you do not pay an invoice, we may ask a debt-collection agency to collect the payment on our behalf. If we do this, you must pay us an extra amount. This will not be more than the reasonable costs we have to pay to the agency, who will add the amount to your debt on our behalf. This term applies even if this agreement has ended.

7 Our responsibility to you and your responsibility to us

Loss or damage

- 7.1 We will not pay you compensation for loss or damage of any item you did not provide to us under one of our **tracked services**.
- 7.2 We will not be responsible for loss or damage to any items which do not meet the terms of this agreement.

Delays

- 7.3 Our responsibility for delivering items late, the process for applying for compensation and the timescales for making your application and receiving a payment are set out in the specific terms.

General

- 7.4 Regardless of any other term in this agreement, but subject to clause 7.10 of these general terms, our total combined liability to you in relation to any item will not exceed the amount you paid for us to provide services in relation to that item.
- 7.5 We will make any compensation payments by crediting your account with us or, if your account has been closed, by cheque within 30 days of when we agree your claim is valid.
- 7.6 We will treat all items you post under this agreement the same as items sent by ordinary post. In particular, we will not keep detailed records of you posting, or us delivering, the item.
- 7.7 We will not be responsible for any items you post under this agreement once we have delivered them to a foreign postal service which delivers post in that country.
- 7.8 We will not be responsible to you in any circumstances for:
- 7.8.1 loss of profit, loss of business, loss of goodwill or loss of business opportunity; or
 - 7.8.2 any type of special or indirect loss, or loss as a result of something else happening, as a consequence of the loss, damage or delay to your item.
- 7.9 We will not be responsible for refusing to collect, accept, process or deliver items which do not meet the terms of this agreement.
- 7.10 We accept unlimited responsibility for personal injury or death caused by something we have done or failed to do.
- 7.11 Each term of this agreement that excludes or limits our responsibility applies separately. If any part is disallowed or is not in force, the other parts will still apply.

8 Matters beyond our reasonable control

- 8.1 Sometimes we may not be able to provide the services because of something beyond our reasonable control (such as war, acts of terrorism, extreme weather conditions, earthquakes, fire, floods, 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 us from providing our usual service).
- 8.2 If this happens, we will not be responsible to you. However, we will try to tell you promptly about any event which affects how we provide the services.

- 8.3 We will try to continue to carry out our duties without having to run up any extra costs.
- 8.4 If we are not able to carry out our duties fully for more than four weeks in a row, you can end this agreement by giving us notice in writing.

9 Ending or suspending the services

- 9.1 We can end this agreement or stop providing any of the services by giving you at least one month's notice. You can end this agreement by giving us at least one month's notice.
- 9.2 We can end this agreement or stop providing any of the services immediately if, in our reasonable opinion, you:
 - 9.2.1 use any service in a way that breaks any law that applies;
 - 9.2.2 use any service fraudulently or in connection with a criminal offence; or
 - 9.2.3 do anything which damages or may damage our reputation or business or that of our parent, sister or subsidiary companies.
- 9.3 Either of us may end this agreement immediately by giving notice to the other if the other is breaking any of its responsibilities under this agreement and:
 - 9.3.1 they cannot do anything to put the matter right; or
 - 9.3.2 they can do something to put the matter right but fail to do so within 14 days of being asked.
- 9.4 Either of us may end this agreement immediately by giving notice to the other if:
 - 9.4.1 the other becomes bankrupt or are not able to pay their debts;
 - 9.4.2 the other passes a resolution for winding up their business, or a court makes an order to wind up the business (in either case, other than for the purposes of reorganisation);
 - 9.4.3 a receiver, manager or an administrator is appointed over any or all of the assets of the other;
 - 9.4.4 the other makes any arrangement with or for the benefit of its creditors; or

9.4.5 the other or anyone they employ or for whom they are responsible break any applicable anti-bribery or anti money-laundering laws and/or regulations in connection with this agreement and/or any related services unless the circumstances in clause 9.5 apply.

9.5 Neither of us will be entitled to end this agreement in line with clause 9.4.5 if the break was by an employee who was not a director or senior officer nor acting with the consent or connivance of a director or senior officer or was by an agent or subcontractor and the other arranges for that person to be removed from all involvement with this agreement and any related services within 30 days of becoming aware of the break.

9.6 If either of us do not use our rights against the other immediately, we can still do so later. If either of us waives a break of this agreement by the other, that waiver is limited to that particular break.

9.7 If either of us ends this agreement, we will keep the rights we have against each other up until the date the agreement ends.

10 Resolving disputes

We will try to resolve any disputes with you. However, if we cannot agree, either of us can refer the dispute to any recognised dispute resolution service.

11 Your information

11.1 We are a public authority under the Freedom of Information Act 2000 (FOIA). As a result, we may have a duty to make information we hold known to anyone who makes a valid request under the FOIA. We can only withhold information if:

- it is exempt information;
- the cost of providing it is more than the appropriate limit; or
- the request repeats one we have replied to before, or it is only made to annoy us.

We can only withhold information under the FOIA if we are satisfied that the information genuinely falls under one of these categories.

11.2 Unless clause 11.3 applies, if you have previously told us in writing that certain information is confidential and should be protected by clause 11.1 and we are satisfied that the information is genuinely exempt information, we will not make that information known without your permission in writing, unless we have a duty to do so by law or are asked to do so by the Information Commissioner.

- 11.3 We will try to consult you in all circumstances before we make known any information you have said is confidential in line with clause 11.2. We may not be able to consult you fully within the timescales for replying to a request for information under the FOIA.
- 11.4 If you are a public authority as defined under the FOIA and you are asked to provide confidential information, you must meet clauses 11.1 to 11.3 as if you are us and we are you.
- 11.5 From time to time we may be obliged by our regulator to provide it with certain information about you including your names and address.

12 Intellectual property

- 12.1 You may not use our intellectual property without first getting our permission in writing. Before we withhold or grant this permission, we may set any conditions we feel are necessary.
- 12.2 We will continue to own any intellectual property in any documents, materials or property we provide you with under this agreement.
- 12.3 You must not register or try to register in any country any intellectual property rights in our intellectual property or our property or any trademarks, designs, patents, domain names, trading names or business names that are similar to any of the ones we own. You must not use or try to register product and service names, logos, trademarks, designs or domain names if they are in a form which is likely to cause confusion or affect the distinctive character of our intellectual property.
- 12.4 All rights, titles and interest in our names and logos belong to us or any member of our group of companies.

13 Our property

- 13.1 From time to time we may provide you with items of stationery (including bag labels, other labels, bag ties, despatch books, and posting cheques), containers (including rigid stackable containers (known as cages), mailbags and trays), wheeled containers (known as Yorks), and other equipment (including final-label printing equipment). We refer to each and all of these as **property**. We will provide containers or other equipment under any terms and conditions we think are appropriate.
- 13.2 The property will continue to belong to us. You or your agent must keep the property in a secure location, in good condition and use it only for the final preparation of the items, and transporting and handing them to us, for us to handle under this agreement. You must not let anyone else use the property.

- 13.3 We may inspect our property at any time, whether on your premises or those of your agent.
- 13.4 We may give you written notice to return all or any of our property if:
- 13.4.1 you break clause 13.2;
- 13.4.2 we feel you have held the property for longer than is necessary for you to carry out your duties under this agreement.
- We may also ask you to return the property at any time and for any reason after giving you at least two weeks' written notice.
- 13.5 You must return any property as soon as possible and in any case within seven days of receiving our written request or the agreement ending. If you do not, you acknowledge that we will charge you for replacing it.
- 13.6 If for any reason you or your agent do not return any items of property in line with clause 13.4, or any of the items you or your agent return are damaged (not including fair wear and tear), you must pay us the cost (including VAT) of replacing those items with new ones. If we give you an invoice for these costs you must pay that invoice within 14 days of receiving it. You must return all items of damaged property to us.

14 Notices

- 14.1 Any notice we ask you to provide under this agreement must be given in writing in English or Welsh.
- 14.2 We will send notices to you at the address to which you ask us to send invoices, unless you tell us otherwise. You should send notices to us at the address shown on the invoice or any address we give you.
- 14.3 You must send notices either by first-class or registered post, by courier, or by fax. You can also deliver them in person.
- 14.4 Unless clause 14.5 applies, we will class any notice to have been given:
- 14.4.1 if it was sent by fax, or courier or delivered by hand, when received at the place it was sent to (if the time you or we receive the notice is after 5pm on any working day, we will class the notice as having been received at 9am the following working day); or
- 14.4.2 if it was sent by post, two working days after the date it was posted.
- 14.5 Notices sent by fax and for which the sender has received an automatic report that the fax was not successful are classed as having not been received.

15 Changes to this agreement

- 15.1 Nothing in the agreement will prevent us from having discussions at any time about whether to revise or add to it.
- 15.2 We may change the terms of this agreement or introduce new terms for our services. If we reasonably believe the change benefits you, we will do it immediately and tell you about it within 30 days. We will tell you at least 90 days before we increase any charges in a rate card, if our regulator tells us that we must do this. We will tell you at least 30 days before any other change.

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 Unless clause 16.3 applies, you must not transfer any of your rights or duties under this agreement.
- 16.3 You can use another person to carry out any of your duties as long as you tell us first. You will be responsible to us for any action that person takes.

17 General

- 17.1 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.
- 17.2 If any court with the correct authority finds any term of the agreement to be invalid, illegal or unenforceable, this will not affect the other terms of this agreement.
- 17.3 If at any time the pound (sterling) is replaced by the euro, we will class the amounts of sterling set out in the rate card to have been converted into amounts of the euro at the rate set out in any regulation or directive.
- 17.4 This agreement is governed by the laws of England and Wales.

18 Complaints

We take any complaint very seriously, and we have procedures in place which will allow us to handle any complaint fairly and quickly. If you want to make a complaint, you can write to us at:

Royal Mail Sales & Customer Services
Springburn Mail Centre
St Rollox Business Centre
20 Turner Road
Glasgow
G21 1AA.

Or, you can email us via <http://www.royalmail.com/emailus>

Agreement

We have read, accept and agree to keep to these general terms and the other documents referred to in these general terms, which you provide from time to time and which are on your website at www.royalmail.com/termsandconditions

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Appendix A

Advertising Mail
Advertising Mail Light
Automated Standard Tariff Large Letter®
Big Book™
Business Mail Secure
Cleanmail® (including Cleanmail® Advance and Cleanmail® Plus)
Early Collect™
Early Extraction™
Mailsort® including Mailsort 70
mailmedia®
Packetpost™
Packetpost™ Returns
Packetsort™
Packetsort™ Plus
Presorted Delivery
Presstream® (including Presstream® Walksort and Presstream® Premium)
Royal Mail Heavyweight™
Royal Mail Tracked™ and Royal Mail Tracked Next Day
Special Delivery™
Sustainable Mail
Walksort®
International Contract Services:
 International Tracked and Secure Services incorporating:
 International Contract Airsure®
 International Contract Signed For™
 International Destination Sort™
 International Destination Sort™ M-Bags
 International Flats
 International Letters
 International Mixed Mail
 International Packets
Standard Tariff Services
 First Class Letters; First Class Large Letters; First Class Packets
 Second Class Letters; Second Class Large Letters; Second Class Packets
 Recorded Signed For Services
 International Letters
 International Printed Papers
 International Small Packets
 International Airsure
 International Signed For™ (standard tariff)
 Special Delivery™ (standard tariff)

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