



Royal Mail Specific Terms for International Contract Services

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Royal Mail specific terms and conditions for International Contract Services

1 Introduction

- 1.1 These specific terms apply to the following international services:
- (a) International Contract Airsure®
 - (b) International Contract Signed For™
 - (c) International Mixed Mail
 - (d) International Letters
 - (e) International Flats
 - (f) International Packets
 - (g) International Destination Sort™ M-Bags
 - (h) International Destination Sort™
- 1.2. These specific terms form part of your agreement with us, which is made up of:
- the Royal Mail general terms and conditions of business (**general terms**); and
 - the **additional terms** (as described in the general terms), including the **user guides** and **rate cards**.
- 1.3 The user guides set out a general description of:
- each of the international services;
 - the way you or your agent must prepare and present items to us;
 - the restrictions on the type, content, size and weight of items; and
 - the documents you or your agent must fill in for all items.

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

International Contract Services This is defined as all those services listed in section 1.1

OBA system Our online business account system which allows you to manage your account with us electronically.

- 2.2 All the other words or phrases we use in these specific terms have the same meaning as in the general terms.
- 2.3 If these specific terms contradict the general terms or the operational terms, these specific terms will take priority.

3. Your duties

- 3.1 You must keep to the requirements of the user guides.
- 3.2 You are responsible for any customs clearance costs, VAT or other tax charges that apply for each posting.

- 3.3 You must place orders on the OBA system, as set out in the relevant user guides for each posting, with the exception of Mixed Mail Premium Unsorted which requires the completion of a consignment note and Mixed Mail Zone Sort and Destination Sort where paper based posting cheques may be used.

3.4 Posting Cheques for Mixed Mail Zone Sort and Destination Sort mailings:

Each pad of posting cheques includes 50 sets of four cheques. Each cheque in a set has its own serial number and carbon copy. You must make sure that you send copies 1 and 2 with the relevant posting. You must keep copies 3 and 4. We will not accept postings without the relevant documents.

If you damage or otherwise spoil a posting cheque, you must mark it 'SPOILED' and return to us the top two copies of that posting cheque with the next correct posting cheque.

If you fail to account for a missing posting cheque more than four times within any three months, we can withdraw the posting cheque and account facilities from you.

If you continually fail to fill in posting cheques accurately, we can end the agreement immediately after giving you notice.

- 3.5 You must tell us if you want to hand over more than the following number of items by e-mailing, 48 hours in advance of the mailing, hwdc.forecast.group@royalmail.com:

For International Destination Sort – 500 bags worldwide or 50 bags to one country.

For International Mixed Mail, Letters, Flats or Packets –

To more than one country: 30,000 letters, 10,000 flats or 5,000 packets.

To a single country: 20,000 letters, 5,000 flats or 1,000 packets.

- 3.6 If you send over 1,500 items per posting to a single country or over 5,000 items in any 2 week period to a single country you must include a complete UK return address on the outside of each item with a company identifier e.g. Company name or logo.
- 3.7 Each item must only display one delivery address and if applied, subject to condition 3.6, one UK return address.

4 Items you must not send

- 4.1 You must not send prohibited materials or restricted materials in line with the general terms.
- 4.2 You must not send any item addressed to a country in which the item is banned. Restrictions vary from country to country, and can sometimes apply to items which you may think are ordinary. You are responsible for checking whether an item is banned.
- 4.3 You must not send dangerous items and substances. Classifications of dangerous items and substances may change and you are responsible for checking whether an item is considered to be dangerous.

- 4.4 We will not be responsible if an item, which does not comply with clause 4, is not delivered.

5 Preparation services – only available with Mixed Mail Premium Unsorted

- 5.1 If you ask us, we may provide you with **preparation services**. Details of the preparation services, including how to apply for them and how much they cost, are set out in the user guides and rate cards.
- 5.2 You must make sure that your employees, or the employees of the agent you have instructed to carry out preparation services, are transferred to other work within your or your agent's company. If this is not possible, and you or your agent dismiss all or any employees or make them redundant, you must compensate us against all or any liability under the conditions of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Acquired Rights Directive 2001/23/EC, or both, as a result of us entering into the agreement with you.

6 If you fail to carry out your duties

- 6.1 If you do not prepare and present items in line with the requirements of the relevant user guide, we can, as well as making use of any rights set out in the general terms, either:
- 6.1.1 accept the items and carry out work to make sure they meet the requirements of the user guide; or
- 6.1.2 return the items to you, or allow you to collect them from us, so that you can carry out work on the items to make sure they meet the requirements of the user guide.

In each case, you must pay us the extra charges that apply, as set out in the relevant rate card.

7 Minimum postage

- 7.1 You must spend a minimum of £5,000 in a year on the International Contract Services listed at (a) to (g) in clause 1.1.

If you use International Destination Sort you must spend a minimum of £10,000 in a year on International Destination Sort or any of the other International Contract Services listed at (a) to (h) in clause 1.1.

Periodically we will review your posting profile and if we find that you are not posting at the required level we may cease providing the services to you after giving you at least 30 days' written notice.

- 7.2 If you do not spend the minimum amounts in clause 7.1 we also reserve the right to charge you the difference between the lower rates paid by you and the rate you would have been charged if you had used the Royal Mail service that best meets your posting volumes and needs.

8. Our responsibility to you for loss or damage

- 8.1 No compensation for lost or damaged items will be payable where items were not posted under our International Contract Signed For or International Contract Airsure service.
- 8.2 If any item you have posted under our International Contract Signed For or International Contract Airsure services is lost or damaged while it is with us, and you provide satisfactory proof that you posted it and we received it, we will pay you compensation for the item and its contents based on the actual loss you suffer. The compensation will not be more than the lower of:
- 8.2.1 the market value of the item (not including the market value of any message or information it carries) at the time the item was lost; or
 - 8.2.2 £50 or the maximum amount of additional compensation you have paid for (where we offer additional compensation).
- 8.3 You must make a claim for loss or damage as soon as possible after the incident and in any case within six months of the date of posting. We will not accept responsibility for claims made after this time.

9 Amendments required to comply with a change in law or regulatory requirement

- 9.1 We may amend these terms on written notice to you to comply with a change in law or regulatory requirement.

10 Agreement and declarations

- 10.1 Royal Mail International Contract Airsure®, International Contract Signed For™, International Destination Sort™ and the Royal Mail cruciform are our trademarks. Nothing in the agreement will give you or your agent a right to make any use of these trademarks (or any other trademarks we own). If you want to use any of our trademarks, you must first get our permission. When giving you our permission, we may set any conditions we think are appropriate.
- 10.2 You must make sure that your agents and subcontractors keep to the terms of the agreement.
- 10.3 If you do not keep to clause 9.1, we may end the agreement in accordance with the general terms.