Royal Mail Specific Terms for Non Account Tracked 24 and Tracked 48

Who this Agreement applies to

A. Royal Mail Group Limited, a company incorporated in England and Wales (number 4138203) with its registered address at 185 Farringdon Road, London EC1A 1AA (**we**, **us** or **our**); and

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

1. Definitions

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

Additional Terms	additional terms that apply to applicable Products in relation to any Sub-Set Services (including the Age Verification T&Cs referenced in clause 6.6)
AV Services	has the meaning given to that term in clause 1 of the Non Account Age Verification T&Cs that can be found at https://www.royalmail.com/non-contract-terms-and-conditions
Agreement	has the meaning given to that term in clause 2.1
Bank Holiday	any public or bank holiday in any part of the UK or Northern Ireland
Bladed Items	As described on https://personal.help.royalmail.com/app/answers/detail/a_id/96
CAP Code	the UK Code of Non-broadcast Advertising, Sales Promotion and Direct Marketing
BFPO	British Forces Post Office
Certificate of Posting	the certificate of posting which we will provide to you online as part of the completion of your online journey with us when ordering the Non Account Tracked Products at https://www.royalmail.com/personal/sending-parcels
Charges	the charges which apply to the Products, as set out at clause 5
Data Controller	has the meaning given in the Data Protection Legislation
Data Protection Legislation	means (1) until 25 May 2018, the Data Protection Act 1998; and (2) after 25 May 2018, Regulation (EU) 2016/679 of the European Parliament And Of The Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
Day	a calendar day, being a period of 24 hours running from midnight to midnight
Drop Off Point	a Royal Mail Customer Service Point (located at one of our delivery offices)
Handover	the time at which we (or our agent acting on our behalf) accept the handover by you of your Item at a Drop Off Point

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Intellectual Property	patents, trade marks and service marks, rights in business and trade names and get-up, copyright and neighbouring rights, topography rights, database rights, design rights, goodwill, trade secrets and confidentiality rights, rights in domain names, rights in know-how and all other intellectual property rights and rights or forms of protection of a similar nature anywhere in the world whether or not any of them are registered
Intended Recipient	the person an Item is addressed to
Item(s)	mail in any format which you give to us, to handle and deliver under the terms of this Agreement
Latest Acceptance Time	the latest time in a Working Day that a Drop Off Point will accept the Handover of an Item on the basis that such Item will on that same Working Day be collected by us from that Drop Off Point and inserted into our network for delivery
Law	any applicable law, statute, by law, regulation, order, regulatory policy (including any requirement or notice of any regulatory body), guidance or industry code of practice, rule of court or directives, delegated or subordinate legislation in force from time to time
Payment Mark	the Royal Mail payment mark
Personal Data	has the meaning given in the Data Protection Legislation
Postage Label	the postage label which we send to you as part of the completion of your online journey with us when ordering the Non Account Tracked Products at https://www.royalmail.com/personal/sending-parcels
Postage Mark	a Royal Mail postage mark
Posting	a consignment of your Items prepared in line with this Agreement
Process	has the meaning given in the Data Protection Legislation
Prohibited Materials	the materials listed on https://personal.help.royalmail.com/app/answers/detail/a_id/96 and those materials defined as dangerous or hazardous by the regulatory bodies governing transport by road, rail, sea or air in any legislation, regulations or guidelines which are unlawful to be carried
Regulator	Ofcom, or the organisation that may take over its duties
Restricted Materials	the materials listed on https://personal.help.royalmail.com/app/answers/detail/a_id/96
Sanctions Laws	all laws, regulations and orders imposing sanctions (including trade restrictions and economic sanctions) on countries, individuals or entities
Sub-Set Services	add-on services available with applicable Products, including AV Services which are available for: (i) Non Account Royal Mail Tracked 24 with signature; and (ii) Non Account Tracked 48 with signature
Valuables	• 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 • any similar articles with a value other than the value of the workmanship) • money (including, tickets, 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	Monday to Saturday excluding any Bank Holiday
writing or written	includes communication by email

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2. Introduction

2.1 Our agreement (**Agreement**) with you is made up of:

2.1.1 these specific terms and conditions;
2.1.2 Additional Terms(s) applicable to the Products we are providing; and
2.1.3 any other additional obligations or requirements (applicable to either us or you) which are communicated to you as part of the completion of your online journey with us when ordering any Non Account Tracked Product at https://www.royalmail.com/personal/sending-parcels,

which together explain our duties to each other and makes up the full understanding between us in relation to the use by you and the provision by us of the Non Account Tracked Products (as defined below at clause 2.2).

2.2 This Agreement applies to the following Products (**Non Account Tracked Products**):

2.2.1 Non Account Tracked 24;

2.2.2 Non Account Tracked 24 with Signature;

2.2.3 Non Account Tracked 48; and

2.2.4 Non Account Tracked 48 with Signature.

You can find more information about these products at:

- https://www.royalmail.com/sending/uk/tracked-24

and

- https://www.royalmail.com/sending/uk/tracked-48

2.3 **PLEASE NOTE: clause 11 sets out important terms about our liability to you in relation to your use and our provision of the Non Account Tracked Products. Please read that clause 11 carefully**.

2.4 This Agreement takes priority over, and completely replaces any previous agreements or arrangements between us in relation to the Non Account Tracked Products. Except for clauses 3.17 11.5, 11.11 and 11.13 which shall always take precedence over any other term in this Agreement, if any of the additional obligations or requirements referred to in clause 2.1.2 contradict these specific terms, the additional obligations or requirements take precedence to the extent of that contradiction.

2.5 Unless otherwise specified, a reference to a statutory provision or to a URL is a reference to that provision or URL as amended from time to time (whether before or after the start of this Agreement).

3. Our delivery of the Products and our responsibilities

3.1 We will only deliver Items on Working Days.

3.2 Please note that the services covered by this Agreement may be unavailable from time to time, therefore we recommend that you access http://www.royalmail.com/ regularly in order to check

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availability and also to ensure that you are aware of any updates and amendments made to such services.

Delivering your Items

3.3 Except in relation to any Item which has any of the delivery addresses or postcodes as listed in clause 3.4, in relation to:

3.3.1 Non Account Tracked 24 and Non Account Tracked 24 with Signature, we will aim but do not guarantee to deliver your Item within 1 Working Day of the day on which you Handover your Item provided such Handover occurs prior to the Latest Acceptance Time applicable to the Drop Off Point where you provide your Item to us (and if you provide your Item to us after the relevant Latest Acceptance Time, then we aim but do not guarantee to deliver your Item within 2 Working Days of that day); and

3.3.2 Non Account Tracked 48 and Non Account Tracked 48 with Signature, we will aim but do not guarantee to deliver your Item within 2 - 3 Working Days of the day on which you Handover your Item provided such Handover occurs prior to the Latest Acceptance Time applicable to the Drop Off Point where you provide your Item to us (and if you provide your Item to us after the relevant Latest Acceptance Time, then we aim but do not guarantee to deliver your Item within 3 - 4 Working Days of that day).

3.4 The estimated delivery times stated in clause 3.3 do not apply to any Items with any of the following delivery addresses or postcodes (and, to avoid doubt, in each of these instances, we do not provide any target time for delivery):

3.4.1 any Items addressed to any British Forces Post Office;

3.4.2 in relation to Non Account Tracked 24, to any of the following postcodes: GY, HS, IM, JE, KW15-17, PA49, PA60-PA75, PA78, PH30, PH41-PH44 and ZE2-ZE3 postcodes; and

3.4.3 in relation to Non Account Tracked 48, to any of the following postcodes: BT, GY, HS, IM, JE, KW, PA60-75, PA78, PH30, PH41-PH44 and ZE2-ZE3.

3.5 We only deliver Non Account Tracked Products within the United Kingdom.

Items we cannot deliver

3.6 Our duty is to deliver Items to the address written or printed on the Item (which may include a safeplace location at that address), or to an alternative address in line with clause 3.10. We are not responsible for delivering the Item to the person whose name is written or printed on the Item.

3.7 Subject to clause 3.8, if we are unable to deliver an Item or an Item is refused, provided it has a Payment Mark on it and the return address is clear on the cover or envelope, we will return the Item to that address (if there is no return address or the return address is not clear then we will deal with the Item at our absolute discretion).

3.8 Subject to clause 3.9, if we are unable to deliver an Item or an Item is refused, provided it has a Payment Mark on it and there is no return address or the return address is not clear, then we

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may open that Item. We will return the Item to you if:

3.8.1 your address is inside; and

3.8.2 the Item is not made up only of Advertising Mail Items, newspapers or magazines (and if it is, we may deal with the Item in any way we feel is appropriate).

However, if the above circumstances arise and there is no return address or the return address is not clear then we will deal with the Item at our absolute discretion.

3.9 We will not return any Items if the return address is not in the United Kingdom.

3.10 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 at our absolute discretion deliver the Item to a safeplace location at the address written or printed on the Item, or to a neighbour's address, and leave a card for the Intended Recipient explaining where the Item has been left. If we choose not to do so or we cannot find a neighbour or a suitable safeplace, we will take the Item back to our local collection office or local Post Office and leave a card at the address. The card will give the Intended Recipient the option to have the Item delivered to that address later, or tell them where they can collect the Item from. If the Intended Recipient does not collect it or have it delivered within 18 Days, or such shorter period required by Law, we will deal with the Item in accordance with either clause 3.7 or 3.8 (as applicable) unless we are required by Law to return the Item in an alternative manner.

Delivering Items to the BFPO

3.11 We will only accept Items for handing over to the BFPO if they conform to the current specification on the BFPO website (see https://www.gov.uk/bfpo). This may include addressing format, maximum weight and dimensions which may be more restrictive than those set out in this Agreement or as set out https://www.royalmail.com/personal/sending-parcels. If Items do not conform to the BFPO specification and are subsequently rejected by the BFPO, we have no responsibility to return these Items. We will not scan Items for handing over to the BFPO at a delivery office or at the Intended Recipient's address or at the address of their representative (as the case may be).

3.12 Notwithstanding any other provision in this Agreement, confirmation of delivery is provided for BFPO addresses but the confirmation is only to the BFPO in Northolt. We cannot give any target time for delivery for Items we accept for handing over to the BFPO.

Acceptance & Our discretion to refuse Items for Posting

3.13 We reserve the right to refuse an Item for posting if:

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

3.13.2 you have cancelled the order of the Postage Label on the Item;

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

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

3.13.5 you do not present the requisite documentation and/or information as indicated as part

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of the completion of your online journey with us when ordering the Non Account Tracked Products at https://www.royalmail.com/personal/sending-parcels

3.14 Our liability to you in respect of any loss or damage to your Item will commence only if and when we (or our agent acting on our behalf) accept Handover of your Item at the relevant Drop Off Point. This acceptance will be subject to, amongst other things, the conditions as set out in clause 3.13 and confirmation by us (or our agent acting on our behalf) at the Drop Off Point that the Item meets the terms of this Agreement in all other respects. However, it is always your responsibility (and not ours) to ensure that the documentation meets the requirements of this Agreement and relevant Law.

Estimated Delivery Window

3.15 If we provide you with our Estimated Delivery Window feature then:

3.15.1 we will make this available for your viewing at https://www.royalmail.com/track-your-item;

3.15.2 such estimated delivery information is provided only as an aim not a guarantee; and

3.15.3 we will not be responsible, or have any liability to you, for the accuracy or content of any information which we provide under or in connection with our Estimated Delivery Window feature.

Day Before Delivery Notification

3.16 If we provide you with our Day Before Delivery Notification feature then:

3.16.1 we will make available for your viewing at https://www.royalmail.com/track-your-item and in Royal Mail SMS, Email & App notifications (if applicable) a 'Predicted Day Of Delivery' in respect of your Item;

3.16.2 the 'Day Before Delivery' information is provided only as an aim not a guarantee and therefore, to the maximum extent permitted by law, we exclude any liability which may arise should any of this information be incorrect; and

3.16.3 we will not be responsible, or have any liability to you, for the accuracy or content of any information which we provide under or in connection with our Day Before Delivery Notification feature.

Changes to this Agreement

3.17 Notwithstanding any other provision of this Agreement (including without limitation and for the avoidance of doubt, in any of the additional obligations or requirements referred to in clause 2.1.2), in exceptional circumstances, and/or where, in our reasonable opinion, there is a material risk to the health and safety of our staff, our customers or Intended Recipients, we may do one or more of the following, provided at all times our actions are reasonable in the circumstances:

3.17.1 change how and when we collect, process or deliver any Items;

3.17.2 suspend or change any Products or services, including guaranteed or target delivery times and service levels;

3.17.3 suspend or change the terms that apply to claims, including the payment of refunds

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or compensation and the claims' timescales and processes; and/or

3.17.4 change our prices to reflect the effect of the exceptional circumstances and/or the health and safety issues on our costs.

(each a Change). We will publish information relating to any such Change on our website as soon as practical and the Change will take effect at the date specified.

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

4. Your duties and your responsibilities

General

4.1 You agree to:

4.1.1 carry out your duties under this Agreement; and

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

Postage Labels and Packaging

4.2 You alone are responsible for ensuring that the information relating to the Postage Label is correct (including, but not limited to, information relating to the weight of the Item. If any information on a Postage Label is incorrect and the cause or origin of such incorrect information is you then, to the maximum extent permitted by law:

4.2.1 we will not be liable to you in any way for any consequences that follow due to such incorrect information;

4.2.2 you will be fully liable to us for any losses which we may suffer as a consequence of such incorrect information; and

4.2.3 we may at our sole discretion elect to apply any of our legal rights (including, but not limited to any rights arising under clause 12).

4.3 You must only print or attach a Postage Label on or to an Item so that the Postage Mark is clearly presented and readable by us and our postage machine reading systems. If you fail to do this then: the Item may not be delivered, it may be delayed and/or we may not be able to provide tracking and status information in relation to that Item.

4.4 Your ordering of Postage Labels will not entitle you to discounts on any goods or services supplied by us.

4.5 All items must be packaged such that, in our reasonable opinion, the Item will not be likely to cause damage or harm to other Items, property or individuals (including any recipient). The packaging must be appropriate to the contents such that we can convey it to its destination undamaged without any further intervention e.g., repackaging. Packaging guidelines are available on *How to Securely Wrap a Parcel (royalmail.com).*

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Hardware

4.6 To avoid doubt, we are not responsible for the functionality or performance of the hardware, software (other than our Royal Mail website) and systems you use to use the Non Account Tracked Products and we will not supply, maintain or support such hardware, software or systems. In particular, we are not responsible for the quality of reproduction of a Postage Label, address or logo on an Item to the extent that the quality is affected by your hardware, software or systems.

Valuables

4.7 You may not use the Non Account Products to send any Valuables **except only** in relation to non-transferable tickets which are permitted strictly in accordance with Clause 6.12. If you breach this obligation then you do so at your own risk and, to the fullest extent permitted by law, we exclude all liability to you such in circumstances (and, to avoid doubt, we will not pay any compensation to you in such circumstances).

5. Charges

You will be told of the Charges that apply to the Item you send as part of the completion of your online journey with us when ordering the Non Account Tracked Products at https://www.royalmail.com/personal/sending-parcels

6. Contents of Items

CAP Code

6.1 You must make sure that the contents of Items do not breach the CAP Code. If the Advertising Standards Authority (or any replacement body) accepts any complaint relating to you breaching the CAP Code seriously or persistently we may end this Agreement and deal with the relevant Item at our absolute discretion.

No offensive, indecent, threatening or illegal content

6.2 You must ensure that the contents of any Items are not offensive, indecent or threatening and that they meet all relevant Laws.

6.3 We will bear no responsibility or liability to you (including for any delays or failure to deliver) if you fail to comply with clauses 6.1 or 6.2.

Restricted and Prohibited Materials and Sanctions Laws

6.4 You may not send any Restricted Materials using Non Account Tracked Products. The list of Restricted Materials is set out at https://personal.help.royalmail.com/app/answers/detail/a_id/96. You must comply with those restrictions and requirements.

6.5 You may not send any Prohibited Materials using Non Account Tracked Products. The list of Prohibited Materials is set out at www.royalmail.com/prohibitedgoods. You must comply with those restrictions and requirements. You may be liable to prosecution and other legal remedies if you do not comply with these restrictions and requirements.

6.6 You are not permitted to send (and therefore the arrangement between us and you does not

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cover the delivery of) any Items which, by law, may only be delivered to a person over the age of 18 (which may include but is not limited to Bladed Items) **unless:** (i) the Item is destined for international delivery and such Item complies with any prohibitions, restrictions and specific requirements in the destination country, or (ii) the Item is destined for UK delivery, you send such Item using the AV Services, and you adhere to Age Verification T&Cs (see https://www.royalmail.com/non-contract-terms-and-conditions). If there is any conflict or inconsistency between these specific terms and conditions and the Non Account Age Verification T&Cs, then the Non Account Age Verification T&Cs shall prevail.

6.7 You must make sure that any Items you wish us to handle and deliver are not prohibited under applicable Sanctions Laws. Information about sanctions can be found on our website at www.royalmail.com/international-sanctions. If your Items need a licence under applicable Sanctions Laws it is your responsibility to obtain it and (if we ask for it) you must provide us with acceptable evidence that you have it.

6.8 If we have reasonable suspicion that an Item contains Prohibited Materials, Restricted Materials which do not comply with this Agreement or does not comply with Sanctions Laws we may:

6.8.1 open that Item or delay processing and delivery; and/or

6.8.2 deal with such Item in our absolute discretion (without incurring any liability whatsoever to you or your Intended Recipient) including destroying or otherwise disposing of such Item in whole or in part, or returning the relevant Item to you.

If we take one or all of the actions described in this clause, we are entitled to charge you the cost of disposal and/or destruction, an amount equivalent to the Charges you paid in relation to that Item and all other costs reasonably incurred by us.

6.9 We may, acting reasonably, add or remove items to/from the list of Prohibited Materials and/or Restricted Materials (and vary any applicable restrictions) without notice, but will endeavour to make such additions, deletions or variations available on our website.

6.10 We will bear no responsibility (including for any delays in delivery) in the event that you fail to comply with clause 6.4 to 6.8.

6.11 You will indemnify and keep indemnified us, our employees, sub-contractors and agents against any loss or damage suffered or liability incurred (i.e. you will be liable to us for all costs we, our employees, sub-contractors and/or agents incur) as a result of a you posting any Item in breach of paragraphs 6.4 to 6.8.

Maximum value of Items

6.12 You must not hand over any single Item which has a value of more than £750. If you breach this paragraph 6.11 then:

6.12.1 we accept no liability in respect of such Item (and, to avoid doubt, if such Item is lost or damaged then we will not make any compensation payment); and

6.12.2 you must pay us for any costs (including legal costs), expenses, claims, losses, damages and awards we incur as a result of such breach.

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Tickets

6.13 Notwithstanding any other provision in this Agreement you may only send:

6.13.1 non-transferable tickets using our Non Account Tracked Products; and

6.13.2 any other type of ticket using one of our Special Delivery Guaranteed Products.

If you send any tickets (including non-transferable tickets) using any of the Non Account Tracked Products then you do so at your own risk and, to the fullest extent permitted by law, we exclude all liability in circumstances where we lose or damage non-transferable tickets sent using those Products (and, to avoid doubt, we will not pay any compensation to you in such circumstances).

6.14 If you breach clause 6.12 then:

6.14.1 we will not be liable to you under any circumstances;

6.14.2 we may terminate this Agreement upon immediate notice; and

6.14.3 we will deal with the contravening Item in any manner we deem appropriate.

Reselling

6.15 You must not resell (or allow anyone to resell) to consumers and small business end users, through physical premises such as shops or websites offering drop-off locations, any of the Non Account Tracked Products or any labels associated with these products, without first getting our permission in writing. We are entitled to withhold this permission and before we grant it we may set any conditions we feel are necessary.

Scam Mail

6.16 You must not send Items which contain scam mail or any other similar material, including but not limited to Items or mail sent in furtherance of a fraudulent or criminal act, or which in our reasonable opinion is intended to deceive the recipient into parting with money or other assets. For the avoidance of doubt and notwithstanding anything else herein, if we have a reasonable suspicion that an Item contains material that we consider to be scam mail or any other similar material, we may open that Item, delay processing, refuse delivery and/or return the Items to you, at your expense.

6.17 In addition to our rights set out in paragraph 6.15, we may also inform third parties of our concerns in relation to the Items you have sent, including the identity of the apparent sender and what action we have taken.

7. Tracking Your Items

Tracking and status information provided

7.1 The tracking and status information which we provide in relation to the Non Account Products belongs to us and is provided solely for the purpose of tracking your Item. You may find this status information at https://www.royalmail.com/track-your-item#/

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

8. Your information

8.1 Consistent with the guidance from the Information Commissioner's Office 'Data controllers and data processors: what the difference is and what the governance implications are', we are Data Controller of the Personal Data we Process in providing the Non Account Tracked Products to you

8.2 Where you supply Personal Data to us so we can provide the Non Account Tracked Products to you, and we Process that Personal Data in the course of providing the Non Account Tracked Products to you, you and we will comply with our obligations imposed by the Data Protection Legislation. Further information about how we use Personal Data is set out in our Privacy Policy at http://www.royalmail.com/privacy-policy.

8.3 From time to time we may be obliged by our Regulator to provide it with certain information about you, including your name and address.

9. Intellectual Property

9.1 You may not use our Intellectual Property except as expressly permitted in this Agreement and subject to any conditions we feel are necessary. You must not use any other marks or other get up which may be associated with or are confusingly similar to those used by us.

9.2 All right, title and interest in and to our Intellectual Property belongs, and always will belong, to us or any member of our group companies.

9.3 You must not license, assign or register (or attempt any of those acts) in any country our Intellectual Property or our Property or any trade marks, designs, domain names, trading names or business names that are similar to any of the ones we own. You must not license, assign, register or use (or attempt any of those acts) product and service names, logos, trade marks, 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.

9.4 You must not portray any imagery or words related to Royal Mail in any way which would or may bring Royal Mail into disrepute.

9.5 You must ensure that any reproduction of Royal Mail's Intellectual Property is accurate and of high quality. Material approved by us must not be changed by you without our prior written consent.

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9.6 You undertake that no statements or claims in any form will be included on any material that indicate that we, or any member of our group companies has approved or recommended any other goods or services offered by you and/or any of your agents.

9.7 Irrespective of your compliance with this clause 9 any goodwill arising from your use of our Intellectual Property will automatically accrue to us, and you must, at your own expense, sign a confirmatory assignment of such goodwill if we ask you to do so.

10. Matters beyond our reasonable control

10.1 Sometimes we may not be able to provide the Products because of something beyond our reasonable control (including but not limited to 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 (including by our workforce), government action, epidemic and pandemic).

10.2 If any of the events described in clause 10.1 happen, we will not be liable at all to you for any breach of this Agreement. However, we will try to continue to carry out our duties without having to run up any extra costs.

11. Our responsibility to you

11.1 Our liability to you is only as expressly set out in this clause 11 and wherever else expressly stated in this Agreement.

11.2 You must make a claim for loss or damage in writing, as soon as possible after the incident and in any case within 80 Days of the date we accepted the relevant Item providing satisfactory proof that you posted it and we received it (and we will accept a Certificate of Posting which has been correctly stamped at the relevant Drop Off Point as 'satisfactory proof' – as well as any other forms of satisfactory proof). We will not accept responsibility for claims made after this time.

11.3 Subject to clause 11.9 our liability to you will be limited to the lower of:

11.3.1 the market value of the Item (not including the market value of any message or information it carries) at the time the Item was damaged or lost; and

11.3.2 one hundred and fifty pounds (£150).

11.4 We will have no liability (including for refusing to collect, accept, process or deliver Items) in respect of any Items which do not comply with this Agreement or where you have not complied with your obligations under this Agreement.

11.5 Notwithstanding any other provision of this Agreement but subject to clause 11.11, where we have made a Change under clause 3.17, we will not consider claims (including for refunds or compensation and will have no liability to you for such claims), which relate to the Change itself. For the avoidance of doubt this will not affect any claims that you may otherwise have under the Agreement which do not arise directly from the Change, for example for loss or damage to items.

11.6 We will not pay you compensation if we deliver Items late.

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11.7 Subject to clause 11.11, we will not be responsible to you in any circumstances for:

11.7.1 loss of profit, loss of business, loss of goodwill or loss of business opportunity;

11.7.2 any type of special or indirect loss; or

11.7.3 any loss as a result of something else happening, as a consequence of the loss, damage or delay to your Item.

11.8 We will make any compensation payments by cheque within 30 Days of the date when we agree your claim is valid.

11.9 We may be required to carry out security checks of Items. This may involve X-ray screening, decompression and/or in exceptional circumstances, the opening of an Item which fails any of the security checks. We will have no liability to you for any losses or claims resulting from any loss, damage or delay to your Items as a result of carrying out the security checks even if such loss, delay or damage arises from our negligence.

11.10 All of the packaging and contents of damaged Items or Items subject to part loss must be retained and made available to us to enable us to assess any claim for compensation. If not made available to us we reserve the right not to pay compensation.

11.11 Notwithstanding any other provision of this Agreement, we accept unlimited liability for personal injury or death caused by something we have done or failed to do (including negligence) or for any losses which are caused by our fraud or fraudulent misrepresentation.

11.12 We will not be liable for any Item if you, the owner of the Item or anyone acting on their behalf have been fraudulent or dishonest in any way in respect of that Item. We will not be liable for any Item where any person misrepresents their authority to receive an Item on the Intended Recipient's behalf or on your behalf even if such loss, delay or damage arises from our negligence.

11.13 Regardless of any other term in this Agreement, but subject to clause 11.3 and 11.11, our total combined aggregate liability to you in any Contract Year under and/or in connection with this Agreement whether in contract, tort (including negligence), misrepresentation, restitution, for breach of statutory duty or otherwise arising under or in connection with this Agreement will under no circumstances exceed the amount of postage you paid for the Item you presented at Handover.

12. If you fail to carry out your duties or you breach this Agreement

It is very important that you read this clause carefully as it sets out our rights which we will have if you breach any term of thisAgreement

12.1 If we find that you have not carried out any of your duties or you have breached any term of this Agreement (including, but not limited to you giving us the wrong details about the Posting or you breaching any of your obligations relating to Postage Labels as set out in clauses 4.2 to 4.3), we may contact you or your agent to decide what action we will take. We may, in addition, take any of the following actions (acting under our absolute discretion):

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12.1.1 hold the Items for a period of up to 14 Days until you give us complete and accurate documentation and you pay any outstanding sums due from you to us, following such 14 Day period we may deal with the Items in our absolute discretion;

12.1.2 if you have breached any of your obligations relating to Postage Labels as set out in clauses 4.2 to 4.3, hold the Items for a period of up to 14 Days until the Intended Recipient pays any outstanding sums due from you to us, following such 14 Day period we may deal with the Items in our absolute discretion;

12.1.3 rework the Items or return the Items to you for you to rework at your own cost (in each case we may charge you extra amounts to cover our costs) or requiring you to collect them and rework them at your own cost. If we try to return your Items to you in accordance with this clause 12.1.3 and you or your agent refuses to accept any return of the Items and/or collect them as required, we may hold the Items for up to eighteen (18) Days, following which we may deal with the Items in our absolute discretion;

12.1.4 process your Posting in full at a later date than the Day of the Handover;

12.1.5 charge you for any operational and administrative costs, expenses, claims, or any other costs incurred by us as a result of your non-compliance with this Agreement;

12.1.6 refuse to process or deliver the Posting;

12.1.7 impose additional restrictions on you including, but not limited to restricting the locations that we will receive your Items; and/or

12.1.8 end this Agreement immediately.

13. Safeplace option

13.1 Subject to the terms of this Agreement and in particular clause 13.2, you may request that we deliver your Item to a nominated location which must meet the following requirements (**Nominated Location**):

13.1.1 the location must be **EITHER**:

(a) a specific secure area in or around the property of the Intended Recipient (it will not be sufficient if you simply state 'a safe place' or something similar);

OR

(b) a specific neighbour of the Intended Recipient (no more than 2 doors away either side or opposite);

AND

13.1.2 the location **must not** be any of the following:

(a) dangerous to access;

(b) clearly insecure; or

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(c) exposed to bad weather,

NOTE: we will decide in our absolute discretion whether any of the scenarios detailed in (a) to (c) (as stated above) applies, if we deem that any of those scenarios do apply, then we will return the Item to our local delivery office or Post Office.

13.2 We will only deliver Items to the Nominated Location if:

13.2.1 you have clearly specified the Nominated Location and such location meets the requirements set out in clause 13.1;

13.2.2 upon delivery no-one is available at an Intended Recipient's address to receive the Item;

13.2.3 the Item does not fit through the Intended Recipient's letterbox; and

13.2.4 you are not using either Non Account Tracked 24 with Signature or Non Account Tracked 48 with Signature.

13.3 You confirm that you have obtained the Intended Recipient's express consent for the Item to be delivered using the Royal Mail Safeplace option before applying any Royal Mail Safeplace instruction to the Item (and such consent shall allow us to take a picture of the Item delivered in the Nominated Location if possible).

13.4 If we have agreed to provide you with our Safeplace option, once an Item has been delivered to the Nominated Location, we will not be liable for any loss or damage to an Item or its contents.

13.5 Where your Intended Recipient has a local agreement for items to be left in a Safeplace, we may attempt to leave the Item where requested (provided the item is suitable for Safeplace, see 3.1 and 3.2 above). We may take a photograph of the item in the locally agreed Safeplace as evidence of delivery.

Jersey, Guernsey and the Isle of Man

13.6 We may not scan Items that we deliver to Jersey, Guernsey and the Isle of Man at the Intended Recipient's address or the address of the Representative (as the case may be).

14. Signature

14.1 This clause 14 applies where you use either Non Account Tracked 24 with Signature or Non Account Tracked 48 with Signature.

14.2 We will use reasonable efforts to collect a signature from a person at the Intended Recipient's address. If we are unable to collect such signature:

14.2.1 because although there is a person at the Intended Recipient's address, that person refuses to provide a signature (and there is no other person who will provide a signature), then we will return the Item to the return sender address; or

14.2.2 for any other reason (other than where we make a Change under clause 3.17),

then we will deal with that Item in accordance with clause 3.10.

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14.3 If you use either Non Account Tracked 24 with Signature or Non Account Tracked 48 with Signature then you cannot select the Safeplace option (see clause 13).

15. Photo on Delivery

15.1 We may take a photograph of your item(s) upon delivery to the delivery location.

15.2 A photograph of your item(s) at the delivery location will be evidence of delivery.

15.3 We may take a photograph of your item(s) alongside items posted by other senders and make that photograph accessible (via provision of a tracking number) to the senders and Intended Recipients of those other items.

15.4 You will not use any photograph we make accessible to you pursuant to this clause 15 for any purpose other than evidence that an item has been delivered.

16. General

16.1 A person who is not involved in this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of it including but not limited to the Intended Recipient.

16.2 If any court with the correct authority finds any term of the Agreement, including any term relating to any exclusion of liability, to be invalid, illegal or unenforceable, this will not affect the other terms of this Agreement.

16.3 This Agreement is governed by the Laws of England.

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

17. 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 the relevant address on www.royalmail.com

18. Transferring this Agreement

18.1 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.

18.2 You must not transfer any of your rights or duties under this Agreement, however, you can use another person to carry out any of your duties (as your agent or otherwise) as long as you notify us first. You will be responsible to us for any action that person takes. You must make sure your agents, representatives and subcontractors keep to the terms of this Agreement.

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