

Royal Mail Sameday Services Conditions of Carriage

1 Definitions

In this Agreement the following expressions shall have the following meanings:

- 1.1 **Antique:** an object which is over 100 years old
- 1.2 **Collectable:** something which has appreciated in value either due to its scarcity or due to it being no longer in production
- 1.3 **Consignment:** any one or more Item(s) sent at one time in one load to one address
- 1.4 **Consignment Charges:** the charges specified in the Front Sheet and payable in accordance with Condition 8
- 1.5 **Data Controller:** has the meaning given in the Data Protection Legislation
- 1.6 **Data Protection Legislations:** means the Data Protection Act 2018 and the 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)
- 1.7 **Despatch:** when you give us a Consignment to deliver
- 1.8 **Despatch documentation:** paper or electronic record of a Consignment
- 1.9 **Item:** any package, parcel or other item to be conveyed by us
- 1.10 **Personal Data:** has the meaning given in the Data Protection Legislation
- 1.11 **Process:** has the meaning given in the Data Protection Legislation
- 1.12 **Prohibited Goods:** all the items listed on www.royalmail.com/prohibitedgoods
- 1.13 **Restricted Goods:** all the items listed on www.royalmail.com/restrictedgoods
- 1.14 **Services:** the Royal Mail Sameday On Demand and Royal Mail Sameday Scheduled services as described in section 2 on the Front Sheet.
- 1.15 **we, us or our:** Royal Mail Group Ltd (or any of its subsidiaries) trading as Royal Mail Sameday, and its appointed sub-contractors. Royal Mail Group Ltd is a private limited company registered in England and Wales No. 4138203, whose registered office is at 185 Farringdon Road, Islington, London EC1A 1AA.
- 1.16 **you or your** means the person or organisation identified as the customer on the Front Sheet

2 Loading and unloading of consignments

- 2.1 We are not obliged to provide any plant, machinery, equipment, power or labour (in addition to our collecting personnel) at the point(s) of collection or delivery of any Consignments.
- 2.2 Any Consignment requiring special appliances for loading onto and/or unloading from the collection and/or delivery vehicle is accepted for carriage only if you provide such appliances at the relevant collection and/or delivery points. If you do not provide these appliances and at our discretion we agree to load or unload a Consignment (or part of one) we shall be under no liability for any damage resulting from our loading or unloading whether or not caused by our negligence. You agree to indemnify us from and against any claims or demands arising out of such loading or unloading.

3 Collections and delivery

- 3.1 If you want us to, we will sign a document provided by you acknowledging receipt of the Consignment on collection, but this document is not evidence of the condition or correctness of the nature, quantity or weight of the Consignment at the time it is received by us.
- 3.2 If we are unable to make a collection through no fault of our own, we may charge you a cancellation fee to cover any traveling costs incurred to collect the Consignment.
- 3.3 We will attempt to deliver the Consignment to the address specified on the despatch documentation but not to an addressee in person.
- 3.4 On delivery of a Consignment we will request the person who accepts delivery to sign an acknowledgement receipt, which may

include an electronic signature. Copies of these receipts will be available for one year from the date of delivery, subject to any applicable charges.

- 3.5 It is your duty to arrange for the addressee to ensure somebody is available to receive and accept the Consignment at the estimated time of arrival.

4 Service standards and undelivered Consignments

- 4.1 Delivery will be deemed to have taken place when a Consignment is:
 - 4.1.1 accepted at the addressee's address;
 - 4.1.2 first presented to the addressee's address if we attempt but fail to make a delivery to that address for whatever reason;
 - 4.1.3 made available for collection by an addressee at the place where we are instructed by you to hold a Consignment for collection; or
 - 4.1.4 accepted at an address close to the addressee's address if we cannot obtain an acknowledgement receipt at that address and you consent to us delivering the Consignment to an alternative address. We will let you know the details of the alternative address.
- 4.2 If we are unable to deliver a Consignment and cannot contact you to agree a reasonable course of action we will hold the Consignment at your cost and risk. If an undelivered Consignment is held by us and is not claimed within a reasonable time, we may deal with it as we reasonably see fit.

5 Termination

- 5.1 This Agreement will commence on the Commencement Date set out in the Front Sheet and may be terminated by either of us giving the other 30 days prior written notice.
- 5.2 Either of us may terminate this Agreement immediately by notice in writing if the other is in material breach of its obligations under this Agreement and fails to remedy the breach (if capable of remedy) within 30 days of written notice to do so.
- 5.3 Termination of this Agreement will not affect any of our rights or obligations accruing up to the date of termination.
- 5.4 We may terminate this Agreement immediately by notice in writing to you if:
 - 5.4.1 you fail to pay any invoice due under this Agreement within 15 days of the due date for payment subject to us having notified you that the invoice has not been paid;
 - 5.4.2 you become unable to pay your debts as they fall due;
 - 5.4.3 you become bankrupt, insolvent, or, in the case of a company, pass a resolution for winding up;
 - 5.4.4 a court makes an order that you will be wound up;
 - 5.4.5 a receiver, manager or administrator is appointed over any or all of your assets; or
 - 5.4.6 you make any composition or arrangement with or for the benefit of your creditors or
 - 5.4.7 we reasonably believe that you have breached clause 15.12
- 5.5 Where we are in breach of clause 15.12 you may terminate this Agreement immediately by notice in writing unless the breach of clause 15.12 was by an employee of ours 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 of ours and we arrange for that person to be removed from all involvement with this Agreement and any related services within 30 days of us becoming aware of the breach.

6 Prohibited Goods and Restricted Goods

- 6.1 You must not send Prohibited Goods or Restricted Goods in any Consignment. If you are unsure if any items are Prohibited Goods or Restricted Goods please visit our website or give us a call. If Prohibited Goods or Restricted Goods are sent:
 - 6.1.1 we may deal with such goods as we see fit and you will pay our reasonable costs and expenses incurred;
 - 6.1.2 and they cause injury or damage, you may be liable to prosecution; and
 - 6.1.3 you will indemnify us and keep us and our employees, sub-contractors and agents indemnified against all loss, damage or injury howsoever arising out of the carriage of Prohibited Goods or Restricted Goods.

- 6.2 We may treat any Consignment or Item that we consider may be hazardous or may present a danger (for example because we are suspicious of what it might be or contain) as Prohibited Goods or Restricted Goods and deal with it as we see fit.
- 6.3 In the absence of written notice to the contrary given at the time of Despatch, you confirm that all Items are fit to be carried or stored. You also confirm that if any Items are not your own property, you have the authority of all persons owning or interested in the Items to request the Services on their behalf.
- 7 Addressing, packaging and documentation**
- 7.1 You must ensure that each Item is appropriately packaged and labelled with the full postal address, including the postcode (or local equivalent) of both you and the addressee. Each Consignment must be accompanied at Despatch by fully completed despatch documentation in the form specified or provided by us.
- 7.2 You must retain copies of Despatch documentation for your records and we may require these from time to time.
- 7.3 For international Deliveries you must prepare and attach all documentation as required by HM Revenue and Customs or as required by any overseas customs authority. Your failure to fully complete and sign any customs declaration may result in clearance delays.
- 7.4 International customs authorities may have the power to inspect Items and documentation and to instruct us to open any Item for examination. You authorise us to complete any necessary documentation for the purpose of customs clearance either in the UK or abroad, but also accept that we may not be legally permitted to complete and/or sign individual customs declarations.
- 8 Charges**
- 8.1 You agree to pay us the Consignment Charges together with any supplements, costs, charges or surcharges specified below that may be payable in respect of the Services.
- 8.2 All amounts due to us under this Agreement will be paid in full without any deduction, set off or withholding irrespective of the absence of, or discrepancy on, any delivery acknowledgement.
- 8.3 We may:
- 8.3.1 vary the Consignment Charges from time to time by giving you not less than seven days notice; and
- 8.3.2 introduce and revise any surcharges at any time to reflect any surcharges we incur relating to your Consignment.
- 8.4 You will reimburse us for any customs charges and for duties we pay in respect of any Consignment together with any unforeseen and incidental expenses incurred by us in the provision of the Services in addition to the Consignment Charges.
- 8.5 If an addressee refuses to pay any customs charges and duties due and as a result the Consignment or a part of it is not delivered, we will not incur any liability and the Consignment (or relevant part) will only be returned to you if you pay those charges plus return postage. If you refuse to pay the charges the Consignment (or relevant part) will be disposed of.
- 8.6 We will send invoices to you at the address shown in the table on the Front Sheet. All charges are exclusive of VAT and any other taxes, which will be charged at the applicable rate.
- 8.7 If you have an account with us you must pay invoices within 30 days of the date of the invoice.
- 8.8 If you think we have made an administrative mistake in the amount of an invoice you must tell us within seven days of the date of the invoice 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.
- 8.9 If you fail to make any payment on the due date, in addition to any other right or remedy available to us, we may suspend the performance of the Services without liability to you. We may also charge you daily interest on all outstanding amounts from the date they are due until we receive the payment in full at a yearly rate equal to [4%] above the base lending rate of The Bank of England.
- 9 Notices**
- 9.1 Any notice we ask you to provide under this Agreement must be given in writing in English.
- 9.2 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.
- 9.3 You must send notices either by first-class post or by fax. You can also deliver them in person.
- 9.4 Unless Condition 9.5 applies, we will treat any notice to have been given:
- 9.4.1 if it was sent by fax 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 treat the notice as having been received at 9am the following working day); or
- 9.4.2 if it was sent by post, two working days after the date it was posted.
- 9.5 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.
- 10 Liability, loss or damage**
- 10.1 Nothing in this Agreement will limit or exclude our liability to you for death or personal injury resulting from our negligence, fraud or fraudulent misrepresentation.
- 10.2 Subject to the remaining provisions of this Condition 10 our liability to you whether in contract, tort (including negligence), breach of statutory duty or otherwise for:
- 10.2.1 death or personal injury resulting from our negligence or our fraud or fraudulent misrepresentation is unlimited;
- 10.2.2 loss of or damage to any Consignment shall not exceed £2,500;
- 10.2.3 loss or damage to multiple Consignments (regardless of number) arising out of one event or a series of connected events shall not exceed £10,000;
- 10.2.4 delay (other than delay caused beyond our reasonable control) shall not exceed the Consignment Charges you have paid for the relevant Consignment; and
- 10.2.5 loss of, or damage to property not being or forming part of a Consignment shall not exceed £100,000 per event or a series of connected events.
- 10.3 Except as otherwise expressly stated in this Condition 10 we will not be liable to you or any other person for any delay or any loss of or damage to any Consignment, nor for any loss or damage arising from delay in the collection, conveyance or delivery of any Consignment howsoever any such loss, damage or delay was caused whether by our negligence or the negligence of our officers, employees, contractors, agents or otherwise.
- 10.4 We will not be liable to pay compensation for delay, loss of or damage to a Consignment:
- 10.4.1 if we deliver it in accordance with instructions from, or purporting to be from, you or the addressee;
- 10.4.2 due to latent or inherent defect, vice or natural deterioration of Items;
- 10.4.3 containing precious stones or metals, real fur, jewellery (other than imitation), watches, Antiques, stamps, negotiable documents, bearer bonds, money or money's equivalent; or
- 10.4.4 containing tickets, or tickets which are exchangeable for goods and services (including without limitation, airline tickets or tickets for any mode of transportation).
- 10.5 We will be liable to pay compensation for losing, but not other loss or damage to any Consignment containing, ceramics or glass.
- 10.6 Any compensation payable for loss or damage under this Agreement is subject to Condition 12 and is limited to:
- 10.6.1 the repair costs of the Items damaged or, if lost or damaged beyond repair, their replacement cost (excluding VAT, unless you are not registered for VAT);
- 10.6.2 (at our option) repairing or replacing the Items with an equivalent item, taking account of depreciation for wear and tear; or
- 10.6.3 in the case of Collectables, the actual price paid for the Collectables.
- 10.7 We will not be liable to pay any compensation for loss or damage (where otherwise payable) in respect of any Item(s) occurring because of:

- 10.7.1 the absence, inadequacy or failure of any packaging, labelling or addressing;
- 10.7.2 Prohibited Goods or Restricted Goods being sent in any Consignment; or
- 10.7.3 Items being sent in contravention of these Conditions of Carriage.
- 10.8 You agree to indemnify us from and against any loss, damage or claims suffered or incurred by us by virtue of any lack of authority by you to Despatch any Consignment under this Agreement.
- 10.9 We will not be liable in respect of any Consignment where you or the owner of the Consignment or anyone acting on their or your behalf have been fraudulent or dishonest in any way, nor shall we be liable in respect of any Consignment where any person misrepresents his authority to receive a Consignment on the addressee's or your behalf.
- 10.10 We will not be liable to you for any loss of contracts, sales, turnover, goodwill, opportunity, reputation, business, profits, revenue, anticipated savings or any other economic loss (regardless of whether any of these losses or damages are direct, indirect or consequential) or any indirect, consequential or special losses in each case regardless of how they arise.
- 11 Matters beyond our reasonable control**
- 11.1 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), and any public or private road being blocked, or industrial action and the outcomes of it if this prevents us from providing our usual services).
- 11.2 If this happens, we will not be responsible to you.
- 12 Compensation**
- 12.1 You must substantiate a compensation claim by providing any relevant information about the Consignment including proof of despatch, proof of value, estimates for repair costs, cost price, invoices (excluding VAT), weight and nature of the Item(s) lost or damaged and (in the case of damage) provide the Consignment and its packaging for inspection. We may make such investigations as we deem necessary to satisfy ourselves of the validity of any claim.
- 12.2 All claims for compensation must be made on a completed Royal Mail claim form which must be received by us within 30 days of the date of Despatch of the Consignment.
- 12.3 Compensation payments will be credited to your account or the credit or debit card upon which you have paid. On our request you will repay to us monies paid in compensation if Items are subsequently delivered or recovered.
- 12.4 If any payments due to us are outstanding, we reserve the right to withhold compensation until such payments are made in full.
- 13 Sub-contractors**
- We may engage agents and/or sub-contractors to perform all or any part of the Services and such agents and/or sub-contractors will be entitled to the protection of all the terms in this Agreement which exclude or limit our liability.
- 14 Dispute escalation**
- If any dispute between us arising out of this Agreement cannot be resolved amicably through ordinary discussions by our respective representatives within 21 days, either you or we may refer the dispute to mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure. Neither of us will commence court proceedings (other than for interim or interlocutory relief) until we have attempted to settle the dispute by mediation and that mediation has terminated. We both agree to co-operate fully with any mediation, provide such assistance as is necessary to enable the mediator to discharge its duties, and to bear equally between us the fees and expenses of the mediator. Any mediation will be conducted in London in English and will be without prejudice to the rights of either of us in future proceedings.
- 15 General**
- 15.1 The terms of this Agreement shall be treated as confidential by both of us and shall not be disclosed to any other party by you unless required by lawful authority.
- 15.2 We may vary any of the provisions of this Agreement at any time upon giving you thirty days' notice in writing.
- 15.3 All rights, title and interest in the names and the logos of Royal Mail Group Ltd and those of its subsidiaries belong to Royal Mail Group Ltd and/or its subsidiaries. The use of all or any of the names and logos of Royal Mail Group Ltd by you for any purpose without our agreement in writing is strictly prohibited. Irrespective of your compliance with this Condition any goodwill arising from your use of all or any of the names and logos of Royal Mail Group Ltd shall automatically accrue to Royal Mail Group Ltd, and at your cost you will sign a confirmatory assignment of such goodwill if we ask you to do so.
- 15.4 We may set-off any liability you have to us under or in relation to this Agreement against any liability we have to you under or in relation to this Agreement.
- 15.5 The failure of either of us to enforce or to exercise any term of, or right arising under, this Agreement is not and will not be a waiver of that term or right and will not affect that party's right to enforce or exercise it at a later date.
- 15.6 This Agreement contains the entire understanding between us in relation to the Services and supersedes any prior agreements between us in this respect. In entering into this Agreement neither of us have relied upon, and will have no rights or remedies in respect of any statements, collateral or other warranties, assurances, undertakings or representations by the other party in relation to the subject matter of this Agreement.
- 15.7 You may not assign or transfer the whole or any part of this Agreement without our prior written consent which we shall not unreasonably withhold.
- 15.8 If any part of this Agreement is likely to become or is found to be invalid, illegal or unenforceable, that validity, illegality or unenforceability will not effect the other parts of this Agreement, all of which will remain in full force and effect.
- 15.9 A person who is not a party to this Agreement may not enforce any of its provisions under the Contracts (Rights of Third Parties) Act 1999.
- 15.10 In the event of any conflict between any Condition of this Agreement and the Front Sheet, the Conditions of Carriage will prevail.
- 15.11 This Agreement will be governed by and construed in accordance with the Laws of England and Wales. Subject to Condition 14, we both agree to submit to the exclusive jurisdiction of the courts of England and Wales.
- 15.12 You and we respectively agree that we and you and/or anyone that we or you employ and/or for whom we or you are responsible will comply with any applicable anti-bribery or anti-money laundering laws and/or regulations in connection with this Agreement and/or any related services.
- 16 Your Information**
- 16.1 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 as Data Controller of the Personal Data we Process in providing the Services to you.
- 16.2 Where you supply Personal Data to us so we can provide the Services to you, and we Process that Personal Data in the course of providing the Services to you, you and we will comply with our obligations imposed by the Data Protection Legislation and you and we will indemnify the other against loss or damage caused by your or our (as applicable) breach of this clause 16.2. Further information about how we use Personal Data is set out in our Privacy Notice which [is attached at Annex 1] or can be accessed via our website www.royalmailsameday.com
- 16.3 From time to time we may be obliged by relevant regulators to provide them with certain information about you, including your name and address.