



# **Royal Mail Specific Terms for Packet Services**

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## Royal Mail specific terms and conditions for packet services

### 1 Introduction

1.1 These specific terms apply to the following **packet** services.

- Packetpost™
- Packetpost™ Returns
- Packetsort™
- Packetsort™ Plus

1.2. These specific terms form part of your agreement with us, which is made up of:

- our general terms and conditions of business (**general terms**); and
- the **additional terms** (described in the general terms).

1.3 The **user guide** sets out a general description of:

- each of the packet services (including their benefits);
- how you qualify for each service;
- 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 the 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.

<b>customer sortation database</b>	The Microsoft Excel™-based database which sets out the correct container <b>selection</b> for every postcode.
<b>first class</b>	The service by which we aim to deliver an item the next working day after we accept it.
<b>Format</b>	A large letter or a <b>packet</b> .
<b>mail centre</b>	The Royal Mail centre that will process your <b>posting</b> .
<b>packet</b>	For these specific terms, a <b>packet</b> can be as heavy as: <ul style="list-style-type: none"><li>• 20 kilograms for <b>first class</b>;</li><li>• 2 kilograms for <b>second class</b>; and</li><li>• 5 kilograms for a <b>return item</b>.</li></ul>
<b>Packetsort 8 posting</b>	A consignment of your items which you or your agent has sorted into eight <b>selections</b> in line with the <b>customer sortation database</b> .

<b>Packetsort Plus posting</b>	A consignment of your items which you or your agent has sorted into between nine and 114 <b>selections</b> in line with the <b>customer sortation database</b> .
<b>Packetsort posting</b>	A <b>Packetsort 8 posting</b> or a <b>Packetsort Plus posting</b> .
<b>Posting return item</b>	An <b>unsorted packet posting</b> or a <b>Packetsort posting</b> . An item returned to you in the post by or on behalf of the person you originally sent that item to.
<b>second class</b>	The service by which we aim to deliver an item within three working days of accepting it.
<b>Selection</b>	The selections that apply to each <b>packet</b> service you or your agent make in line with the <b>customer sortation database</b> .
<b>unsorted packet posting</b>	A consignment of your items which meets all the terms of the agreement, except those set out in clauses 4, 5 and 6.
<b>user guide</b>	The document called 'Packetpost – Designed to save you a packet'.

2.2 If these specific terms contradict the general terms or the **operational terms**, these specific terms will apply.

### 3 All packet services

3.1 You or your agent must make sure that:

3.1.1 each **posting** contains only **packets** or **large letters** which are the same class (first class or second class);

3.1.2 each bag, tray or container that you use for a posting has a label on it filled in by you or your agent, including the Royal Mail mail centre the relevant selection is being sent to (we will provide these labels to you or your agent);

3.1.3 each posting is presented separately from postings under another of our services; and

3.1.4 each posting is sent with a filled-in posting cheque (CA80) or through your online billing account and presented to us in line with the general terms.

3.2 You or your agent can make more than one posting at the same time if each posting keeps to the terms of the agreement.

3.3 If you or your agent **hand over** a posting after the latest posting time, we will try to process that posting as if we had received it by the latest posting time, depending on any conditions we believe are reasonable. However, when we come to measure the quality of our service we will consider that posting to have been made on the

following working day. You must make sure that you show the following working day on all the documents that come with that posting.

- 3.4 If items do not meet the terms of a packet service and, in our opinion, are capable of being delivered using a different service, we may deliver them using that different service. If we do, the postage, fees and terms of the service under which we deliver those items will apply.

#### **4 Packetsort postings**

- 4.1 As well as the terms set out in clause 3, you must meet the terms of this clause 4 for all Packetsort postings.
- 4.2 We will provide you or your agent with the relevant customer sortation database and any updates to it. You or your agent must:
- sort items in each Packetsort posting into the correct selection; and
  - sort items in line with an updated customer sortation database within one month of the date you receive that update.
- 4.3 You or your agent must clearly identify on any container you use for a Packetsort posting whether that container contains packets or large letters of more than one selection.
- 4.4 You or your agent must make sure that all large letters are securely placed in trays and that all the trays and packets are securely placed in the containers we give you. You or your agent can use a mailbag if items for one or more selections would more appropriately fit into a mailbag for each selection. If you or your agent use containers, you or your agent must fill each container with one selection before you use another container.
- 4.5 You or your agent must not mix Packetsort postings from different agreements into the same selections. You or your agent must present the items for each agreement separately.
- 4.6 You or your agent must make sure that in each Packetsort posting there is not more than one partly-filled container for each selection.
- 4.7 If you or your agent use sleeved containers, you or they must make sure that:
- all items in a Packetsort posting are placed in the containers so that the addresses of the items are all facing the same direction; and
  - if possible, the large letters in each tray are in outward postcode order within each of the selections (in other words, all items of a specific postcode should be together). If you or your agent only fill part of a tray with one postcode, you or they can place the next postcode in the same tray, as long as it is part of the same selection.
- 4.8 You must make sure that each container and tray you use for a Packetsort posting is clearly labelled to show:
- that it contains either Packetsort 8 items or Packetsort Plus items;
  - the class you have used (first class or second class); and

- the selection of the packets or large letters in that container or tray.
- 4.9 You or your agent must make sure that:
- each item in a Packetsort posting is addressed to the person who will receive it; and
  - at least 90% (for Packetsort 8) or 95% (for Packetsort Plus) of the items are fully and accurately addressed, and that the postcode is consistent with the address.
- 4.10 If you do not meet the terms of clause 4.9, you must reapply for accreditation in line with clause 4.13.
- 4.11 You or your agent must make sure the postcodes for each selection are at least 99% accurate. If you or your agent do not do this, we will apply our published Packetpost pricing rate in force at the time of your posting for the appropriate average weight and class of those items.
- 4.12 You or your agent must tell us about your posting plans in line with clause 4.4 of the general terms.
- 4.13 You must not make any postings under the agreement until you have applied for and received our approval, in writing, of your address data quality. You must allow us to see as much of the address data as we need to carry out the accreditation check.
- 4.14 You should not take any approval we give in line with clause 4.13, or any findings or recommendations from our accreditation, to mean that we will not take action if you fail to keep to any of your duties under the agreement.

## **5 Packetsort Plus**

- 5.1 As well as the terms of clauses 3 and 4, you must meet the terms of clause 5 for all Packetsort Plus postings.
- 5.2 We will provide you or your agent with software for you to meet your duties under clause 5.3, as well as any other appropriate software systems. You or your agent must use any software we give you in line with the terms that we tell you or your agent. You must make all software and information used for Packetsort Plus available at all reasonable times for us to inspect.
- 5.3 For each Packetsort Plus posting, you must:
- 5.3.1 send us an electronic docket for each Packetsort Plus posting (you must not use a paper docket);
  - 5.3.2 give us a completed statement of mailing in the form we tell you; and
  - 5.3.3 give us a line listing in the form we tell you, setting out the amount of packets or large letters for each selection.

We will only process the Packetsort Plus posting if you keep to the terms of clause 5.3.

- 5.4 If we are not able for any reason to supply you with enough property in line with clause 13.1 of the general terms, you can still make Packetsort Plus postings, as long as you meet the other terms of the agreement which are not affected by us failing to supply the property.
- 5.5 If we allow you the maximum number of selections for Packetsort Plus, you can (if necessary) make those Packetsort Plus postings available for handover at a later time we set. This later handover will not form part of our business collection service. You must make sure that each Packetsort Plus posting that you will hand over at a later time will be ready for collection at the time and handover point that we tell you.
- 5.6 You can post Packetsort Plus postings using our Recorded Signed For® service, as long as they meet our published terms and you pay the extra charges we tell you.
- 5.7 For each Packetsort Plus posting, you or your agent must give us at least:
  - 5.7.1 1,000 items, if the number of selections is between 9 and 20;
  - 5.7.2 5,000 items, if the number of selections is between 21 and 40;
  - 5.7.3 10,000 items, if the number of selections is between 41 and 60; and
  - 5.7.4 15,000 items, if the number of selections is between 61 and 114.

## **6 Packetsort 8**

- 6.1 As well as the terms set out in clauses 3 and 4, you must meet the terms of clause 6 for each Packetsort 8 posting.
- 6.2 You must include at least 250 packets or large letters in each posting.
- 6.3 You can give us extra 'unsorted' Packetsort 8 selections, in which you can place items which you have not been able to sort into the Packetsort 8 selections. You must make a note of this selection on the posting cheque and you must pay postage on it at the standard public tariff that applies (or at the appropriate Packetpost rate for the average weight of the items if the selection qualifies for it). These items will not count towards the 250 packets or large letters set out in clause 6.2.

## **7 Packetpost returns**

- 7.1 We will treat a Packetpost return item returned by first-class or second-class post as an item sent in the ordinary first-class or second-class post. Whether we treat a return item as a first-class or second-class item will depend on the postage paid impression (PPI) return label attached to it.

- 7.2 We will grant a licence to:
- 7.2.1 the person who receives your items for them to return the items to you without paying postage – you can also invite other people to post return items to the premises we agree with you (the **site**) without having to pay postage beforehand; and
  - 7.2.2 you and the people who are sending return items for you and they to use the address labels that apply.

You cannot transfer this licence.

- 7.3 The licences we grant you under clause 7.2 depend on you making sure that:

- 7.3.1 each return item has a return label we have approved fixed to it in a clear position on the large letter or packet;
- 7.3.2 each return label is clearly and accurately addressed to the site, including the special return postcode for that site;
- 7.3.3 each return label:
  - shows your account with us;
  - the number of your agreement with us;
  - the correct return address; and
  - meets the requirements and design standards we set for return item labels; and
- 7.3.4 each return item meets our minimum packaging standards for items of the appropriate kind and weight.

- 7.4 The person you sent an item to can post return items:

- 7.4.1 at the counter of a post office run by or on behalf of Post Office Limited; or
- 7.4.2 in one of our postboxes.

- 7.5 If that person posts a return item at a post office, they can get a certificate of posting or posting receipt ('proof of posting') for each return item at the time they post them. That person will not receive proof of posting if they post a return item in a postbox. We cannot be held responsible to you for any losses if you cannot provide us with proof of posting.

- 7.6 You can use our Recorded Signed For service with a return item if the person posting the return item pays the appropriate fees and charges for that service.

- 7.7 You must get our approval beforehand for the design and layout of each return address label you want to use. We recommend that you get this approval before you pay printing or other costs.

- 7.8 We will not be responsible for your costs if you need to change the design or layout of a label, or for any costs that you have to pay as a result of using labels or addresses in the wrong way (for example, the costs of re-sending mail to the correct address). You will have to pay these costs.
- 7.9 You must not change the address of the site without first getting our permission in writing.
- 7.10 If you do not meet any of the terms of clause 7, we can charge you:
- 7.10.1 postage on that return item at the standard public tariff rate that applies to an item of the same size, weight and class; and
  - 7.10.2 any extra charges for items with unpaid or underpaid postage.
- You must pay these charges within 30 days of receiving an invoice from us.
- 7.11 Clause 3.1 does not apply to return items.

## **8 Charges**

- 8.1 We will work out your postage using a daily rate or flat rate. You can find more information on these methods in the user guide and our **rate card**.

### Daily rate

- 8.2 We will work out the postage using our published Packetpost, Packetsort, or Packetsort Plus rate cards (whichever applies) for daily-rate items in force at the time of posting for the appropriate average weight, format and class of the items, and in line with the following terms. You can get a copy of the rate cards at [www.royalmail.com](http://www.royalmail.com). To work out postage at a daily rate, get the average weight of each format in a posting by dividing the total weight of each format by the number of packets or large letters in the posting. You should then use the Packetpost or Packetsort pricing table (whichever applies) to convert the average weight to an average price for each format.
- 8.3 You must give us details electronically about the amount and average weight of each format for each Packetsort Plus posting.

### **Flat rate**

- 8.4 We will work out the postage using our published Packetpost, Packetsort, or Packetsort Plus rate cards (whichever applies) for flat-rate items in force at the time of posting for the appropriate average weight, format and class of the items, and in line with the following terms. You can get a copy of the rate cards at [www.royalmail.com](http://www.royalmail.com).
- 8.5 You must agree with us a provisional postage for each format and class of service before you make any postings under the agreement. This provisional postage will be based on the average weight of each format you will post during the first three

months of the agreement (the **initial period**), and converted to an average price for each format and for each class of service by using the current Packetsort or Packetpost pricing table (whichever applies) for flat-rate items. We will tell you this provisional postage and you must pay this postage until we tell you in line with clause 8.8.

- 8.6 We will round up average weights for any weight that ends between 5 grams and 9 grams, and round down average weights for any weight ending between 1 gram and 4 grams.

#### Sampling and changes

- 8.7 We will regularly sample postings to check the actual average weight of the items you post during the initial period, and we may immediately adjust the provisional postage at the end of that period once we have given you notice. We will apply an adjustment to the postage for all postings you made both during that period, and for all postings after the initial period. You must pay any postage you owe us as a result of this adjustment in line with the payment terms for the agreement. We will credit your account if we owe you an amount because of this adjustment.

- 8.8 After the initial period, we may sample postings regularly to check the average weight of packets or large letters posted as flat-rate items. We can adjust the postage at the end of each sampling period if there is a change to the average weight. We will tell you at least 30 days before we do this.

- 8.9 You must tell us the number of packets and large letters you expect to post from each handover point to each separate postcode area:

- at the start of the agreement with us;
- on every anniversary of the date the agreement began; and
- whenever that number changes.

You must give us this information in a Microsoft Excel™ electronic document, or in any other format we ask you for.

- 8.10 If the information you gave us in line with clause 8.9 changes so that we reasonably believe that it will cost us more to deliver your Packetsort Plus postings, we will review the postage. We can adjust the postage to reflect the change to your posting profile after giving you at least seven days' notice in writing.

## **9 Ending the agreement**

- 9.1 If you do not meet the minimum posting levels for the packet services under the agreement, or if it becomes clear to us that you will not meet those minimum posting levels, we may end the agreement by giving you at least seven days' notice in writing. By using this right, we will take account of periods when you cannot make postings for any reason.

- 9.2 If you do not keep to the terms of the agreement because your equipment or processes are faulty, we may either:
- 9.2.1 make recommendations about what to do with the equipment or processes, and expect you to try to meet these recommendations; or
  - 9.2.2 end the agreement if the fault in your equipment or processes means that you break the terms of the agreement. We will tell you at least seven days before we end the agreement.
- 9.3 If we receive items after we have ended the agreement, we will treat those items as items on which postage is unpaid.

## **10 Agreement and declarations**

- 10.1 Packetpost, Packetsort, the Royal Mail cruciform and *With Us It's Personal* are our trademarks. Nothing in this agreement will give you or your agent a right or licence 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 we give 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 10.1, we may end the agreement in line with the general terms.