

**This is a legally binding document forming part of the Agreement between you and Royal Mail**



## **Royal Mail Specific Terms for International Business Services**

Unless defined otherwise, all terms capitalised in these Specific Terms shall have the meaning given to them in Appendix A of the General Terms.

### **1. Your duties**

- 1.1 You or your recipient are responsible for any customs clearance costs, VAT or other tax charges that apply for each Posting.
- 1.2 You must not send Remail.
- 1.3 Items containing Valuables must be sent by International Business Tracked or International Business Signed. We accept no liability of any kind for loss or damage to Valuables sent through another International Business Service.

### ***International Restricted Materials and International Prohibited Materials***

- 1.4 You must not send International Prohibited Materials using any Product. You must only send International Restricted Materials in accordance with the requirements set out at [https://business.help.royalmail.com/app/answers/detail/a\\_id/863/~restricted-goods---international](https://business.help.royalmail.com/app/answers/detail/a_id/863/~restricted-goods---international) and the relevant International Business User Guide. It is your responsibility to ensure that International Restricted Materials are sent correctly and meet the requirements for acceptance. The sender is responsible for checking whether an Item contains International Prohibited Materials or International Restricted Materials.
- 1.5 All countries have their own rules regarding prohibitions and restrictions on what they will allow in the post. These rules vary from country to country, and sometimes apply to items which you may think are ordinary. You are responsible for checking whether an item is prohibited or restricted in the relevant country.

### **2. Preparation services – only available with the Business Mail Mixed Zero Sort Premium sorting option under International Business Mail**

- 2.1 If you use International Business Mail and have opted for the Business Mail Mixed Zero Sort Premium sorting option then, if you ask us, we may provide you with mail preparation services. Details of the mail preparation services, including how to apply for them and how much they cost, are set out in the relevant International Business User Guide (along with details of the sorting options) and Rate Card.
- 2.2 If you request mail preparation services you are required to redeploy any of your employees who are carrying out work similar to the preparation services to roles elsewhere in your company and/or to procure that any agent carrying out work similar to the preparation services redeploy the employees carrying out such work to roles elsewhere in its company. The redeployment must be complete one day prior to the date on which we are to begin providing the preparation services.
- 2.3 You and we believe that the Transfer of Undertakings (Protection of Employment) Regulations 2006 and the Acquired Rights Directive 2001/23/EC (collectively TUPE) will not apply to the subject matter of this Agreement and, in particular, the preparation services, either at its/their commencement or on termination.
- 2.4 In the event that TUPE does apply or is alleged to apply at the commencement of this Agreement or the preparation services you will indemnify us fully in respect of any cost (including reasonable legal costs), loss, damage or expense suffered or incurred by us by reason of any proceedings, action, claim or demand by any Staff and any other person (of either you or any of your suppliers) working in the relevant undertaking or part thereof and whether or not wholly or mainly assigned to services that are substantially the same or similar to the Services in respect of the period up to the transfer

or alleged transfer of such person by virtue of TUPE (subject to us complying with any obligations we may have under regulation 13(4) of TUPE by reason of a reasonable request by you for information).

- 2.5 If any person (of either you or any of your agents) claims to have become an employee of or have rights against us by virtue of TUPE or otherwise, you will indemnify us against any cost (including reasonable legal costs), loss, damage or expense suffered or incurred, transferred to, imposed upon or reasonably incurred by us, in each case to the extent arising out of or in connection with the employment of such person up to the date of termination of such person's employment and the termination by us of such person's employment.

### **3. If you fail to carry out your duties**

- 3.1 If you do not prepare and present Items and/or provide all required documentation as set out in the relevant International Business User Guide, we can, as well as making use of any rights set out in this Agreement, either:
- 3.1.1 accept the Items and carry out work to ensure they meet the requirements of the relevant International Business User Guide; or
  - 3.1.2 return the Items to you, or allow you to collect them from us, so that you can carry out work on the Items to ensure they meet the requirements of the relevant International Business User Guide.
- In each case, you must pay us the extra Charges that apply, as set out in the relevant Rate Card.
- 3.2 Where we reasonably believe that any Item or Posting includes Remail, in addition to our other rights and remedies under this Agreement, we may, without any liability to you:
- 3.2.1 refuse to accept any other Items or Postings from you or the sender or your or the sender's affiliates, sub-contractors or agents which we reasonably believe may contain Remail;
  - 3.2.2 place other restrictions or conditions on the Products as we reasonably deem to be appropriate. Such restrictions or conditions will be incorporated into this Agreement and binding as soon as they are notified to you in writing; and/or
  - 3.2.3 immediately terminate this Agreement or your ability to use any of the International Business Services covered by it in whole or in part.

### **4. Minimum Posting Requirement**

- 4.1 In order to qualify for International Business Parcels with the Tracked option and International Business Parcels with the Signed option, you must either:
- 4.1.1 spend a minimum of £5,000 in each Contract Year on International Business Services; or
  - 4.1.2 send a minimum of 1,000 items in each Contract Year across any combination of Royal Mail Tracked 24, Royal Mail Tracked 48, Royal Mail Tracked Returns, International Business Parcels with the Tracked option and International Business Parcels with the Signed option.
- 4.2 In order to qualify for either the International Business Mail or International Business Parcels with the Standard option, you must spend a minimum of £5,000 in each Contract Year on International Business Services except if you use the Max Sort sorting option for the International Business Mail or the Max Sort sorting option for the International Business Parcels with the Standard option in which case you must spend a minimum of £10,000 in each Contract Year on International Business Services.
- 4.3 In order to qualify for International Business Tracked Returns, you must either:
- 4.3.1 already be using International Business Parcel Tracked; or
  - 4.3.2 spend a minimum of £5,000 in each Contract Year on International Business Services.
- 4.4 Subject to the Rate Card between us, if, at the end of any year you do not meet the minimum Posting requirements set out in the relevant International Business User Guide, we reserve the right to charge you the difference between the amount paid by you under this Agreement and the amount you would have been charged if (i) you had used the Product that best meets your Posting volumes and needs or (ii) if you had met the minimum Posting requirement set out in the relevant International Business User Guide, whichever is the lower.
- 4.5 Periodically we will review your actual Postings and if we find that you are not posting at the required level as set out in the relevant International Business User Guide, we may cease providing the International Business Services to you after giving you at least 30 Days' notice.

**5. Claims – time limitation**

- 5.1 Any liability that we have to you for lost and damaged Items will be determined in accordance with paragraph 14 of the General Terms except as may be varied by these Specific Terms. We will have no liability and will pay no compensation for lost or damaged Items unless the Items are posted under our International Business Parcels with the Signed option, International Business Parcels with the Tracked option or International Business Tracked Returns.
- 5.2 You must make a claim for loss or damage in writing, no earlier than ten (10) Days from the due delivery date of the relevant Item and no later than one hundred and eighty (180) Days of the date we accepted the relevant Item providing satisfactory proof that you posted it and we received it. We will not accept responsibility for claims made after this time.

**6. Surcharge**

In addition to the Charges set out in the relevant Rate Card, we may also add a Surcharge. We may do this if we determine that there is an increase in our costs. For example, there may be a change in the price of fuel, a change in security requirements or an increase in the price of freight due to reduced capacity in the market. Where we do this, we will give you 14 Days' prior notice.