



# **Royal Mail Timed Delivery terms and conditions**

**valid from 18th August 2009**

July 2009

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## 1. Background

- 1.1. This **agreement** sets out your obligations and our obligations in relation to the **Timed Delivery service**, ("**service**").
- 1.2. Subject to operational availability, we agree to provide you with the service on the terms of this agreement.

## 2. Definitions and Interpretations

The following words and expressions shall have the meanings set out below:

<b>act</b>	The Postal Services Act 2000 as amended or re-enacted from time to time
<b>agreement</b>	These <b>terms and conditions</b> and the <b>service schedule</b>
<b>available mail</b>	Any mail addressed to you that has been processed and sorted and is available to us to aggregate and prepare for delivery such that we are able to deliver it by the <b>delivery time</b>
<b>central London area</b>	Any postal addresses in one of the following postcode areas E1-E18, SE1-SE28, EC1-EC4, SW1-SW20, N1-N22, W1-W14, NW1-NW11 or WC1-WC2
<b>charges</b>	The amount set out in the service schedule, (which may be amended from time to time by us.)
<b>daily rate</b>	The sum of money designated as such in the service schedule (which may be amended from time to time by us)
<b>delivery</b>	The delivery of available mail to the <b>delivery address</b>
<b>delivery address</b>	The address designated as such in the service schedule
<b>delivery time</b>	The time designated as such in the service schedule
<b>delivery time</b>	Fifteen minutes either side of the stated delivery time for delivery addresses including those delivery addresses in the central London area
<b>end date</b>	The date set out in the service schedule
<b>property</b>	Any property belonging to us including but not limited to trays, bags and other containers, which you may be permitted to use under this agreement
<b>Royal Mail</b>	Royal Mail Group Limited, a company incorporated in England and Wales number 4138203 with its registered address at 100 Victoria Embankment, London, EC4Y 0HQ
<b>scheme</b>	Any scheme made under Section 89 of the Postal Services Act 2000. You may view the schemes at: <a href="http://www.royalmail.com/scheme">www.royalmail.com/scheme</a>
<b>service schedule</b>	The document referencing these terms and condition and described as such
<b>start date</b>	The date designated as such in the service schedule

<b>service</b>	The Timed Delivery service as set out in the service schedule
<b>Timed Delivery service</b>	The delivery of available mail to the delivery address within the delivery time window.
<b>working days</b>	The days for the service as set out in the service schedule, not including Bank or Public Holidays
<b>us or we</b>	Royal Mail
<b>you</b>	The applicant on the application form for the service or, where the applicant is applying on behalf of an organisation specified on the service schedule, that organisation

### 3. Duration

- 3.1. This agreement starts on the start date and ends on the end date unless ended by you or us in accordance with the agreement.
- 3.2. We may change the details of the service and the terms and conditions of this agreement on giving you no less than thirty days notice in writing.
- 3.3. You must make the first payment of the charges prior to the start date.

### 4. Timed Delivery service

- 4.1. We will provide you with the timed delivery service as set out in this clause 4. The service is provided only in relation to available mail addressed to you.
- 4.2. We will deliver your available mail to the delivery address on working days within the delivery time window.
- 4.3. If we are unable to deliver available mail to you within the delivery time window, you may apply to us for a **refund** in accordance with the process for refunds we have in place from time to time. You must apply for a refund within seven days of any failure by us to make a delivery within a delivery time window. We will not process any claims for a refund that we receive outside that timescale. You may not apply for a refund if clause 8.1 applies.
- 4.4. You acknowledge that this refund is available as compensation for any loss you may, or may have suffered as a result of any failure by us to make a delivery within a delivery time window. You agree not to make any other claims under this agreement in relation to any loss or damage for delay resulting from our failure to make a delivery at a delivery time whatsoever or however that loss, damage or delay occurred and whether caused by our negligence or otherwise.
- 4.5. You must return any empty mail trays or mail bags or other property to us by giving them to the Royal Mail driver at the next delivery.
- 4.6. You acknowledge that we will only prepare available mail under this agreement that is sorted, processed and ready for aggregation to prepare for the delivery. You acknowledge that we cannot guarantee what volumes will be available on any working day and that volumes of mail will fluctuate.

### 5. Payment

- 5.1. You agree to pay us the charges.

- 5.2. We may increase the charges on giving you no less than thirty days notice in writing.
- 5.3. The charges exclude VAT. You must pay any VAT payable on the charges.
- 5.4. We will invoice you as set out in the service schedule.
- 5.5. You must pay us within thirty days of the date of the invoice.
- 5.6. If you think we have made an administrative mistake in the amount of an invoice you must, within seven days of the date of the invoice, tell us, 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.
- 5.7. If you do not pay us the charges within thirty days of the date of the invoice, we may do all or any of the following:
  - 5.7.1. suspend the service.
  - 5.7.2. charge you daily interest on all amounts you do not pay from the date they are due until we receive the payment in full. The interest will be at a yearly rate equal to 4% above the base lending rate of The Bank of England, accruing on a daily basis.
  - 5.7.3. invoke our rights under clause 7.

## **6. Liability**

- 6.1. Except to the extent of the refunds under clause 4 (and liability governed by clause 6.4 below), neither we (nor our officers, employees or agents) will have any liability to you whatsoever and howsoever arising from contract, tort (including negligence), breach of statutory duty or otherwise, or any other person for any loss of or damage to any mail, or loss or damage arising from any delay in the collection, conveyance or delivery of mail. This applies however the loss or damage was caused and applies even if we (or our officers, employees or agents) were negligent.
- 6.2. Neither you or we will be liable to the other or any third party in contract, tort or otherwise for any loss of profit, business, contracts, revenues, anticipated savings, reputation or goodwill however caused.
- 6.3. Neither you or we will be liable to the other or any third party in contract, tort or otherwise for any loss, damage, costs or expenses of an indirect or consequential nature that either you or we suffer or incur in connection with this agreement whether this arises out of the negligence or breach of this agreement by you or us.
- 6.4. Nothing in this agreement shall limit or exclude liability for death or personal injury arising through negligence.

## **7. Ending this agreement.**

- 7.1. Either you or we may end this agreement by giving the other not less than thirty days notice in writing to the other.
- 7.2. We may end this agreement if:
  - 7.2.1. you fail to pay any charges due under the agreement within thirty days of the date of the relevant invoice; or
  - 7.2.2. your direct debit or cheque payment is dishonoured or refused by your bank; or

- 7.2.3. you become bankrupt or insolvent or unable to pay your debts or a Court orders you to be wound up or if a receiver, manager or an administrator is appointed over part of any of your assets or if you make an arrangement with your creditors or if any similar event occurs in this or any other jurisdiction in which you carry on business;
- 7.2.4. we have reasonable grounds for believing you may default on any payment.
- 7.3. Either you or we may end this agreement immediately if the other is in material breach of its obligations under this agreement and fails to remedy the breach (if it is capable of remedy) within seven calendar days of notice in writing to remedy a breach. Loss of, damage to, or delay in delivering any mail is not a material breach of this agreement.
- 7.4. Ending this agreement will not affect any accrued rights or obligations.

## **8. General**

- 8.1 Sometimes we may not be able to provide the service 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), any public or private road being blocked, or industrial action. If this happens, we will not incur any liability to you. However, we will try to tell you promptly about any event which affects how we provide the services.
- 8.2 You and we agree to keep any information provided by the other confidential and not to disclose it without agreement in writing by the other. This does not apply if either you or we are required by law to disclose information.
- 8.3 You must keep any property in safe custody and good condition. Any property supplied by us to you remains our property. You must return any property to us immediately this agreement ends. You may not use any intellectual property belonging to us.
- 8.4 All notices must be in writing. Any notice(s) sent to us must be sent to our registered office. Any notice to you may be sent to the delivery address or in the case of multiple delivery addresses, to your registered company address (or at our option, such other address as we may have for you. Notices will be deemed given to the other three days after posting.
- 8.5 Any changes to this agreement must be signed in writing by both you and us, except to changes to the credit limit we grant you or as set out in clause 3.2 above.
- 8.6 This agreement is personal to you and you may not transfer or assign it.
- 8.7 This agreement constitutes the entire agreement between you and us in relation to the service. You and we agree that neither of us has made to the other any promises or representations upon which the other has relied. This does not exclude liability for either of us where a fraudulent representation has been made.
- 8.8 You and we agree that English Law applies to this agreement and that only the English Courts may resolve any dispute in relation to it.
- 8.9 This agreement does not give any third party any benefit or right under the Contracts (Rights of Third Parties Act) 1999.