



Royal Mail Online Services Terms and Conditions

October 2010

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Royal Mail Online Services Terms and Conditions

Access to and use of our online services (excluding any product related services and your online business account) made available by us from time to time (the "services") and related website(s) (the "site"), each of which is currently accessed via www.royalmail.com is granted by us on, and subject to, the terms and conditions set out below (the "terms"). Please read these terms carefully before accessing or using the site or such services. Your attention is particularly drawn to the indemnities, and limitations and exclusions of liability, set out in these terms.

By indicating your agreement to these terms, you and the users agree to observe and comply with these terms. If you or the users do not wish to be bound by these terms, please leave the site and do not access or use the site or the services (or attempt to do so).

Part 1: General Terms and Conditions for Royal Mail Online Services

1. Scope and Acceptance

- 1.1 The site and the services are provided by or on behalf of us and our **group**. Your acceptance of these terms will give rise to a legally binding agreement between you and us.
- 1.2 This part 1 applies to all of the services **we** may provide to you from time to time. Part 2 contains terms specific to certain services and will apply if you receive those services.
- 1.3 You confirm that you are duly authorised to access the site and enter into this agreement on behalf of your company or organisation, and the users.

2. Definitions

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 or in the following section.

Access details means the user name, password, PIN and/or such other security devices or details, in whatever form and on whatever media, issued to or selected by you, from time to time, in order to enable you to access and use the site and the services;

Client materials means any information, data or other content uploaded to or through the site or services by you;

Confidential information means all information (in whatever form) of ours and our group which is not publicly known and which is disclosed to, or otherwise learnt by you in connection with the site, the services, these terms or a **transaction**, including (without limitation) the content of these terms and the **documentation**;

Documentation means the documentation, procedures and related materials made available by us in connection with the site and the services;

Group means at any time the relevant person and (for the time being and from time to time), any holding company of it and any subsidiary of any such holding company (the terms "holding company" and "subsidiary" being as defined in section 1159 of the UK's Companies Act 2006);

Intellectual Property Rights means intellectual property rights, including (without limitation) patents, trade marks, design rights, copyrights, database rights, trade secrets and all rights of an equivalent nature anywhere in the world, together with any applications or rights to apply for the foregoing;

Loss means any loss, damage or expense whether direct or indirect, including (without limitation) any loss of profit, loss of revenue, loss of opportunity, loss of contract, loss of goodwill, loss of reputation, increased cost of working, any indirect, consequential, special, punitive, or incidental loss, or any loss resulting from liability to any other person, (and in each case whether the foregoing arise in contract, tort, negligence, breach of statutory duty or otherwise);

Product means a Royal Mail product, good or related service which is referred to or described on www.royalmail.com;

Product terms means the terms and conditions applicable to a given product from time to time, as published on www.royalmail.com;

Royal Mail materials means information, data and other content made available on, through or via the site or the services;

Specific terms means a set of additional terms and conditions which apply to certain parts of the site, receipt of certain services or certain categories of transactions, as set out in Part 2 of these terms;

Transaction means a transaction entered into between you and us or our group using a mechanism made available on the site;

User means an individual (including yourself) authorised by you to access the site on your behalf;

Us or **we** means Royal Mail Group Ltd, a company incorporated in England and Wales (number 4138203) with its registered address at 100 Victoria Embankment, London EC4Y 0HQ; and

You means you, or where you access or use the site or services as an employee or on behalf of another person, your employer or such other person, as the context so requires.

3. **Access and Security**

3.1 Access to the site and the services is protected by certain security measures and we will assign a user name and issue one or more other **access details** to each user who is indicated by you to be granted access to the site and services. You will ensure that:

- (a) only users to whom a valid user name and other access details have been issued will access or use (or attempt to access or use) the site and the services; and
- (b) users or other employees or representatives of yours who have not been issued with a user name and other access details, or whose user name or access details have been withdrawn, do not attempt to gain access to or use the site or the services; and

(c) access details are kept strictly confidential.

You will have sole responsibility for the confidentiality, security and use of all access details.

3.2 We reserve the right to suspend or invalidate the access details at any time and at our discretion without notice.

3.3 You must implement and maintain all reasonable security procedures and measures (including those set out in the documentation) in order to protect the site and the services against unauthorised access and any systems or materials accessible through the site and services from unauthorised access, alteration, destruction, corruption or **loss**.

3.4 You must notify us immediately in writing if, or if you or a user suspect that:

(a) any access details or any security procedures are lost or misused or are disclosed to or are known by any person other than one of the users, or

(b) any access details have been stolen, or

(c) there is any failure to comply with our instructions and guidelines, or

(d) you have failed to receive a message from us indicating that an instruction or order was received and/or accepted by you.

3.5 If a user ceases to be an employee of yours, or to be authorised to act by you, you must immediately notify us in writing, and ensure the user ceases to access and use the site and the services.

3.6 If you cease to be a customer of ours in respect of all or parts of the site and/or the services for any reason, you must immediately notify us in writing, and ensure that all the users cease to access and use all or the relevant parts of the site and the services (as applicable).

3.7 Where:

(a) any use of or access to the site or the services;

(b) any transactions and their execution;

(c) any instructions, orders or communications made through the site or services,

are undertaken using any access details ("**client activity**"), then, save where such client activity occurs after you have:

(1) advised us of any loss, misuse, disclosure or theft of the relevant access details under clause 3.4, or

(2) given us notice in relation to the relevant user under clause 3.5 and until we have had reasonable time to act upon the same:

(i) we will be entitled to rely upon such client activity as being undertaken by you or your behalf (the relevant user having been duly authorised by you to act); and

- (ii) you will be responsible and liable for all client activity and will be bound by any agreement entered into by us or any expense incurred by us on your behalf in reliance on such client activity.

We are not responsible or liable for any wrongful use or security breach, nor any losses incurred by you, your group or users, whether due to you, your employees or agents or the users failing to keep any access details confidential or for any other reason.

4. **Status of Site and Entry into Transactions**

- 4.1 Nothing contained on the site is intended as, or constitutes, an offer to enter into a transaction which can be accepted by you or a user without further action by us. These terms will apply to each and every transaction entered into on the site by you. Transactions will be entered into by you on the site in accordance with (a) any applicable **specific terms**, (b) any applicable **product terms**, and (c) such instructions and prompts as are shown on the site or provided to you from time to time.
- 4.2 We will not be under any obligation to enter into or accept any proposed transaction through the site or services, and may in our sole discretion accept or reject any such offer or proposal. A transaction will only be treated as having been accepted by and being binding on us at the time we indicate our acceptance of it to you via the site.

5. **Intellectual Property Rights and Confidentiality**

- 5.1 All right, title, interest and **intellectual property rights** in the site, the services, and any **Royal Mail materials** belong to us or our licensors. We will have the conduct of all claims, disputes and proceedings relating to any such intellectual property rights (including any proceedings to which you are a party). We will, in our sole discretion, decide what action (including litigation, arbitration or compromise), if any, to take in respect of such claims, disputes and proceedings. We will not be obliged to bring or defend any proceedings in relation to any such intellectual property rights.
- 5.2 You may use, display, download and print copies of Royal Mail materials for your own internal business use only; however, all other use, copying, reproduction, downloading, transmitting, distributing, transferring or displaying of Royal Mail materials (by any means and in whole or in part) is prohibited without our prior written permission. In addition, you shall ensure that you and your employees and agents do not delete or amend any copyright or other notices displayed on the Royal Mail materials or any copies of them.
- 5.3 Access to or use of the site or the services does not grant you or the users any ownership right in the site, services or Royal Mail materials.
- 5.4 The "Royal Mail" and other trade marks used on the site and Royal Mail materials are owned by Royal Mail or a third party and nothing contained on the site or the services or in these terms shall constitute the grant of a licence to use such trade mark.
- 5.5 You hereby grant us a non-exclusive, royalty-free, worldwide licence to use the **client materials** in any way which would otherwise be an infringement of any intellectual property rights subsisting in them for the full term of such intellectual property rights. This includes reproduction, downloading, transmitting, transferring, displaying and sub-licensing the

client materials (by any means and in whole or in part). We shall be entitled to remove or delete any client materials from the site at any time at our full discretion without notice.

5.6 Except as set out in this clause 5.6, you shall treat as confidential and shall not (other than where permitted or compelled to do so by law or specific regulatory requirement) use or disclose to any person any **confidential information** nor permit its disclosure. You may disclose confidential information to (a) your professional advisers for the purposes of assisting you in the conduct of your business (including advising or reporting to you), and (b) users and those of your employees and contractors who need to have access to it; subject in each case to the recipients being subject to an appropriate confidentiality obligation no less onerous than this clause 5.

5.7 This clause 5 shall survive any termination of these terms.

6. **Extent and Limitation of Responsibility for Materials**

6.1 We have used our reasonable efforts to ensure that the Royal Mail materials are compiled from sources that we believe to be reliable and accurate; however, we do not guarantee or warrant the accuracy or currency of the Royal Mail materials and the Royal Mail materials may be incomplete or condensed and may be subject to change without notice.

6.2 No representation or warranty, whether express or implied, is made or given by us that the site, services or Royal Mail materials will be uninterrupted or error free, that defects will be corrected or that the site, services, Royal Mail materials or server through which they are made available or any connected system is free of viruses or other harmful components.

6.3 Except to the extent specifically identified to the contrary, any transaction pricing available on the site or through the services should be regarded as indicative, preliminary and subject to change at any time and at our discretion without notice.

6.4 We may change, suspend, terminate or discontinue any aspect of the site or services (including, without limitation, the availability of any services, information, features or functions accessible through the site or services) at any time or limit, suspend, terminate, or change the basis of access to the site or services at our discretion without notice and without being obliged to give any reason. We may also impose limits on certain services, information, features or functions or restrict access to parts of the site or services without notice or liability.

7. **Links**

7.1 The site may contain links to other websites, which in turn may contain material that has been produced by third parties not affiliated with us. We have no control over those other websites and accept no responsibility or liability for information or content provided on such websites.

7.2 Any opinions or recommendations expressed on such other websites are solely those of the relevant third party and are not our opinions or recommendations. The existence of a link from the site to any other such website does not constitute a recommendation or other approval by us of such website or any third party.

8. **Data Protection**

- 8.1 We may record, retain and use for monitoring, statistical analysis or marketing purposes information on or from your or a user's access to and use of the site and the services.
- 8.2 We may disclose in such manner as we determine all such information relating to you, the users and transactions to any of our offices or branches in any jurisdiction and also to any third parties performing outsourced functions as is reasonably necessary for the purposes of providing, operating and maintaining the site and the services and entering into, and undertaking transactions.
- 8.3 Before authorising a user to have access to or use of the site or the services, you must obtain that user's consent to us:
- (a) collecting and processing data relating to that user pursuant to the aims of these terms and for the purposes of providing, operating and maintaining the site and the services and entering into and undertaking transactions, and using the same; and
 - (b) transferring such data to one or more of our offices or branches in other countries and also to any third parties performing outsourced functions for us in other countries, the laws of which may not provide the same level of protection for it, although we will seek to ensure it receives an equivalent level of protection. You agree that information you provide to us may be transferred and stored in other countries the laws of which may not be the same level of protection as in your country.
- 8.4 If we request it, you must provide us with a copy of such consent or with such other evidence as demonstrates to our reasonable satisfaction that such consent has been obtained.

9. **Liability and Indemnity**

- 9.1 Nothing in these terms will exclude or limit any person's liability for death or personal injury caused by its negligence, or fraud.
- 9.2 Subject to clause 9.1, neither we nor any of our group companies, agents, licensors, delegates or ours or their directors, officers or employees (each a "**relevant person**") will be liable for any losses incurred or suffered by you or the users directly or indirectly in connection with:
- (a) their access to or use of the site or the services; or
 - (b) their inability for whatever reason to access or use the site or the services; or
 - (c) any delay in or failure of the transmission or the receipt of any instructions, orders, notifications or other communications sent via or through the site or the services;
 - (d) any client materials or Royal Mail materials being corrupted or inaccurate (whether in their delivery or receipt, by the site, by the services or otherwise); or
 - (e) the acts or omissions of you, the users or any third parties.

This clause 9.2 does not apply to any relevant person insofar as such losses result directly from the wilful default or fraud of such relevant person. We do not make or provide any representation or warranty of any kind, implied, express or statutory regarding the site, the services and the access details, including but not limited to warranties:

- (i) of accuracy, adequacy, availability, completeness, timeliness, quality, reliability, performance, non-infringement, or that the services will be secure, uninterrupted or error free;
- (ii) that defects will be corrected; or
- (iii) that the service will not contain viruses or other harmful content or code, all of which are excluded.

9.3 Subject to clause 9.1, the total aggregate liability of us, our group and any relevant person (jointly) to you or the users arising out of or in connection with these terms whether in contract, tort (including negligence or breach of statutory duty) or otherwise, shall in no circumstances exceed the total amount of charges actually paid by you to us for the relevant specific service in the twelve months prior to when the first act or omission giving rise to liability occurred.

9.4 Subject to clause 9.1, you must indemnify and keep indemnified us, our group companies, agents and delegates and our and their directors, officers and employees (each an “**Indemnified Person**”) from and against all losses incurred by an indemnified person directly or indirectly in connection with:

- (a) any breach of these terms by you or the users; or
- (b) you or the users violating our rights or any applicable law, rule or regulation; or
- (c) you, the users, or any of your agents, officers or employees failing to maintain the security and confidentiality of any access details or otherwise losing, disclosing or misusing any access details; or
- (d) any claim by a third party that an indemnified person's possession or use of any client materials in accordance with these terms infringes any Intellectual Property Rights or constitutes a breach of confidence; or
- (e) you or the users accessing or using, or being unable to access or use, the site or the services.

The indemnity in this clause 9.4 does not apply to any indemnified person in so far as such losses result directly from the proven negligence, wilful default or fraud of such indemnified person.

9.5 You are responsible for and accept full liability for all the acts and omissions of you, the users and other members of your group.

9.6 You agree that the exclusions and limitations set out in these terms are reasonable in light of (a) the nature of the site and the services and the technology used to underpin it (including, without limitation, that the Internet is not a completely reliable transmission

medium), and (b) the availability of insurance against the risks and losses which might arise in relation to access to and use of them.

9.7 In the event of any inconsistency between this clause 9.7 and any other provision in these conditions and disclaimers, this clause 9 will prevail.

10. **Your Obligations**

10.1 You guarantee and warrant that the following are true each time you access or use the site or the services:

- (a) all information provided to us or our group under these terms is true and accurate;
- (b) these terms and each transaction are and form valid and legally binding obligations of you; and
- (c) your performance pursuant to these terms and each transaction does not and will not violate, contravene, conflict with or constitute a default under any law, regulation, rule, decree, order, judgment or charge, contract, trust deed or other instrument binding on you or any of your respective assets or (if you are a corporation) any provision of your Memorandum and Articles of Association (or equivalent constitutional documents).

10.2 You must provide us promptly on request with all information that we may reasonably require from time to time in connection with (a) your access to or usage of the site and the services, and (b) any transactions.

10.3 By a user uploading client materials, you guarantee and warrant that all use of such client materials by us will not infringe any intellectual property rights, right of privacy, right of publicity, moral rights or any other rights whatsoever through the world.

11. **Viruses, hacking and other offences**

11.1 You must ensure that you and any user does not:

- (a) knowingly introduce any viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful into the site or the services; or
- (b) attack the site or the services via a denial-of-service attack or a distributed denial-of-service attack; or
- (c) use the site or the services for any purpose which is unlawful, abusive, libellous, obscene or threatening.

11.2 A breach of clause 11.1 may constitute a criminal offence. We may report any such breach (whether actual or suspected) to the relevant law enforcement authorities and you and the users must co-operate with those authorities by disclosing yours and the users' identity to them.

11.3 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect yours or the users'

computer equipment, computer programs, data or other proprietary material due to use of the site or services or accessing or downloading any Royal Mail materials.

12. **Amendment**

12.1 We may amend these terms in any way by giving you written or email notice or by conspicuously posting such amendments on the site or www.royalmail.com.

12.2 Any amendment will take effect on such date as we specify, and will be no earlier than applicable law or regulation may require, but otherwise may be immediately where the amendment is to reflect a change of applicable law or regulation and at least 7 days after despatch of the notice or posting on the site referred to in clause 12.1 in all other cases. You will be deemed to have accepted any such amendment if you or a user continues to access and use the site or the services after the relevant date.

13. **Ending or suspending these terms**

13.1 Subject to the rest of this clause 13, we can end these terms or stop providing any of the services for any reason by giving you at least one month's notice. You can end these terms for any reason by giving us at least one month's notice.

13.2 Either party may end these terms immediately if the other is breaching any of its responsibilities under these terms.

13.3 Either party may end these terms immediately by giving notice to the other if:

- (a) the other becomes bankrupt or is not able to pay its debts;
- (b) the other passes a resolution for winding up its business, or a court makes an order to wind up the business (in either case, other than for the purposes of reorganisation);
- (c) a receiver, manager or an administrator is appointed over any or all of the assets of the other;
- (d) the other makes any arrangement with or for the benefit of its creditors; or
- (e) an event occurs in relation to it which, under the applicable law of any relevant jurisdiction, has an equivalent effect to any of the above events.

13.4 On any termination of these terms:

- (a) yours and the users' right to use the site and the services will cease; and
- (b) we may terminate yours and the users' access to and use of the site and services and invalidate all or any relevant access details.

13.5 Termination for whatever reason of these terms, will not affect:

- (a) any rights, liabilities or obligations which accrued before such termination: or
- (b) any of these terms that are intended to continue to have effect after such termination.

13.6 **Matters beyond our reasonable control**

Sometimes we may not be able to provide the services or site because of something beyond our reasonable control (such as (without limitation) war, acts of terrorism, extreme weather conditions, earthquakes, fire, floods, traffic congestion, break down or damage to machinery, vehicles and equipment, networks or software, malfunctioning of software, corruption of data, unavailability of any power source or utility, any public or private road being blocked, or industrial action and the outcomes of it).

If this happens, we will not be responsible to you and shall not be liable in any way for any losses arising from any failure or delay in performing or complying with these terms. However, we will try to tell you promptly about any event which affects how we provide the services. We may, without prior notice, terminate these terms or suspend yours and the users' access to or use of the site and the services without liability.

14. **Assignment and Third Party Rights**

14.1 The obligations under these terms bind, and the rights will be enforceable by, you and us and our respective successors, permitted assigns and personal representatives.

14.2 We may at any time cause all or any part of our rights, benefits and/or obligations under these terms to be transferred to any member of our group by delivering to you a written or email substitution notice to that effect. Upon delivery of such notice or (if later) the date specified in such notice:

(a) to the extent that in the substitution notice we seek to cause our rights and obligations under these terms to be novated, you and we will be released from further obligations to each other under these terms, and each party's respective rights against each other under these terms will be cancelled; and

(b) you and such group member will acquire the same rights and assume the same obligations under these terms as you and the group member would have acquired and assumed had such group member been an original party to these terms instead of us.

14.3 We may delegate the provision of the site or the services or the performance of any obligation or function and reserve the right to use any agents on such terms as we think fit.

14.4 Your rights under these terms are personal to it and are not capable of assignment.

14.5 Rights conferred in these terms on us shall be read as if they referred also to each member of its group. Each member (from time to time) of our group will have the benefit of these terms, to the same extent as if it was us, and accordingly will be entitled to enforce these terms.

14.6 Except as provided in clause 14.5, these terms are not intended to be for the benefit of, and will not be enforceable by, any person other than us and you whether under the UK's Contracts (Rights of Third Parties) Act 1999 or otherwise.

15. **Communications and Electronic Records**

- 15.1 Any notice we ask you to provide under this agreement must be given in writing in English or Welsh.
- 15.2 Any communication in writing may be given by post, fax or email to the address, fax number or email address last notified to us by you or, for communications given by us, by posting on the site.
- 15.3 Unless clause 15.4 applies, we will class any notice to have been given as follows:
- (a) for courier 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 class the notice as having been received at 9am the following working day); or
 - (b) for post, two working days after the date it was posted; or
 - (c) for fax or email will be deemed delivered immediately upon sending.
- 15.4 Notices sent by fax or email and for which the sender has received an automatic report or response that the fax or email was not successful are classed as having not been received.

16. **General**

- 16.1 Each provision of these terms is severable and if the whole or any part of any provision is or becomes illegal, invalid or unenforceable or contravenes any applicable law or regulations, this shall not affect the remainder of the affected provisions and the remaining provisions.
- 16.2 Any waiver by us of a breach of any of these terms or of any default hereunder shall not be deemed to be a waiver of any subsequent breach or default and shall in no way affect any other provisions of these terms.
- 16.3 No failure to exercise and no delay on our part in exercising any right, remedy, power or privilege under these terms and no course of dealing between the parties shall be construed or operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies provided by these terms are cumulative and are not exclusive of any rights or remedies provided by law.
- 16.4 These terms contain the entire agreement and understanding of the parties, and supersede all prior agreements, understandings or arrangements (both oral and written) in relation to the site and the services. In agreeing to these terms, you confirm that you have not relied upon any representation, warranty, collateral agreement, arrangement or understanding, whether written or oral, given or entered into by any person except those expressly set out or referred to in these terms; provided that nothing in this clause 16.4 will limit or exclude any liability for fraudulent misrepresentation.

17. **Governing Law and Jurisdiction**

These terms are governed by the laws of England and Wales. You and we submit to the exclusive jurisdiction of the English courts to settle any claim, dispute or matters arising out of or in connection with these terms.

Part 2: Specific Terms and Conditions for:

18. Royal Mail Despatch Manager Online ("RMDMO")

- 18.1 If there is any inconsistency between Part 1 (the General Terms and Conditions for Royal Mail Online Services), these specific terms and any product terms, then the order of precedence shall be: product terms, specific terms, Part 1.
- 18.2 When you use RMDMO, you must upload your customer's data including their first name, last name, address including postcode and, where applicable, telephone number and email address ("**RMDMO Customer Data**") and the details of the relevant Royal Mail product related services being used to despatch items to customers, to the shipping services element of the RMDMO website, to enable you or the user to print customised parcel labels for the products selected to the items being despatched.
- 18.3 RMDMO also enables you to track and run activity reports on the delivery of despatched items bearing labels produced using RMDMO.
- 18.4 The RMDMO customer data will be held by us on our servers for a limited period of time (currently thirteen months) to enable users to run activity reports. Thereafter, we may delete or remove such RMDMO customer data without further notice. We will make no other use of the RMDMO customer data. We will comply with the terms of the [Royal Mail Privacy Policy](#) in relation to all RMDMO customer data uploaded to the site.
- 18.5 Before uploading any RMDMO customer data, you must get that customer's consent to, or otherwise be satisfied that there is a valid legal basis for us:
- (a) processing the RMDMO customer data pursuant to the aims of these terms and for the purposes of providing, operating and maintaining the site and the services; and
 - (b) transferring such RMDMO customer data to one or more of our offices or branches in other countries and also to any third parties performing outsourced functions for us in other countries the laws of which may not provide the same level of protection for it, although we will seek to ensure it receives an equivalent level of protection.
- 18.6 If we ask for it, you must provide us with a copy of such consent or with such other evidence as demonstrates to our reasonable satisfaction that such consent has been obtained or such valid legal basis exists.

