



Online Business Account Terms and Conditions

Valid from June 2009

1. Definitions

1.1 In this Agreement, where the context so admits, the following words and expressions shall have the following meanings:

“Agreement” means these Online Business Account Terms and Conditions, the Royal Mail Website Access Terms and Conditions, and where applicable the Royal Mail general terms and conditions and any terms and conditions of other Royal Mail services used by the Customer in conjunction with the Online System, except any provisions relating to “posting cheques” or “posting docketts” which will be replaced under this Agreement by the provision of a Confirmed Sales Order which we will use to verify and check all mail;

“All other services” means Packetpost, Packetpost Returns; Packetsort; Packetsort Plus; Cleanmail (including Cleanmail Advance and Cleanmail Plus); Business Mail Secure, international services, Automated Standard Tariff Large Letter; Special Delivery, Standard tariff services, Early Collect; Early Extraction; Presorted Delivery, Royal Mail Tracked.

“Authorised Users” means any Super User, employees of the Customer, third party or mailing agent which has been granted permission by the Customer to access its Online Business Account through the Online System;

“Confirmed Sales Order” means the document that is generated when an order is confirmed by the Customer on their Online Business Account, or where there is a system or internet provider failure, the order number provided by us and presented with the mailing on the Customer’s headed paper;

“Continuity Sales Order” means an order placed by a Customer by e-mail in accordance with the Continuity Process following an Event;

“Continuity Process” means the process described in clause 4;

“Customer” means the person or organisation specified in the Customer Registration for an Online Business Account;

“Customer Registration” means the application completed by the Customer prior to us granting approval for the Customer to be provided with an Online Business Account;

“Event” means any event which causes the Online System and/or the Customer’s Online Business Account to be unavailable;

“International services” means Royal Mail International Bulk Mail; International Destination Sort; International Zone and Format, Airsure; International No Sort

“Online Business Account” means the Customer’s specific Online Business Account;

“Online System” means the entire Royal Mail computer operating system by which the Customer’s Online Business Account is accessed; and

“Sorted services” means Mailsort; Walksort; Presstream; Presstream Walksort; mailmedia; Royal Mail Heavyweight; Big Book.

“Standard tariff services” means First Class Letters, First Class Large Letters; First Class Packets, Second Class Letters, Second Class Large Letters, Second Class Packets; Recorded Signed For Services; Special Delivery (standard tariff); International Letters; International Printed Papers; International Small Packets, International Signed For™

“Super User” means the person(s) set out as the Super User on the Customer Registration or as set out on the Customer’s Online Business Account.

1.2 In this Agreement unless the context otherwise requires

1.2.1 clause headings are for convenience only and shall not affect the construction of this Agreement;

1.2.2 references importing the singular include the plural and vice versa; and

1.2.3 references to “persons” shall include references to individuals, bodies corporate (wherever incorporated), unincorporated associations and partnerships.

2. Customer Obligations

The Customer must comply with all the terms of this Agreement at all times and ensure that all Authorised Users comply with all the terms of this Agreement at all times.

3. Liability

We accept no liability for any use of the Online Business Account or the Online System and accept no liability for any transactions or data changes that have been instigated by the Customer or its Authorised Users on its Online Business Account. By accessing its Online Business Account the Customer accepts full liability for any use of its Online Business Account, and the Customer also accepts full liability for any use or access to its Online Business Account which it has granted to any Authorised User. The Customer also accepts full liability for all transactions and data changes that have been instigated by the Customer or any Authorised User.

4. Online Business Account Access

4.1 We reserve the right to revoke the Customer access or Authorised User access to the Online Business Account where we deem it appropriate without notice. The Customer has the ability to add or revoke the access of Authorised Users from its Online Business Account at any time subject to system availability.

- 4.2 Following, and for the duration of, an Event, the Customer shall place orders for Royal Mail services by e-mail to continuity@oba.royalmail.com or such other e-mail address as notified to the Customer by Royal Mail from time to time.

5. Termination of Online Business Account

We have the right to terminate the Customer's Online Business Account at any time without warning. The Customer has the ability to terminate its Online Business Account at any time subject to system availability.

As a result of termination it will be deemed that any contractual agreement for an Online Business Account has been terminated. The Customer should contact a member of their account team or the Royal Mail Sales Centre on 08457 950 950 to discuss further postings.

6. Documentation

- 6.1 You must make sure that each posting of sorted services comes with a customer collection receipt at each handover and at least one paper copy of a confirmed sales order that working day

For all other services, each handover should come with a customer collection receipt or a paper copy of a confirmed sales order, with at least one paper copy of a confirmed sales order each working day;

- 6.2 You must make sure that each posting comes with any other documentation in line with the additional terms. Some documentation is needed with every handover.
- 6.3 If you or your agent is handing over a number of postings or combining postings, you or your agent must provide a paper copy of a confirmed sales order for each account on the final handover for that posting of each working day.
- 6.4 References in this clause 6 to a confirmed sales order shall, for the duration of an Event, be deemed to be to a Continuity Sales Order.

7. Services available through the Online Business Account

The Customer may only use its Online Business Account to order Royal Mail services that have been assigned to the Customer's Online Business Account and where the Customer has contracted with us for the provision of these services. Online Business Account is not applicable for postings conducted through meter machines and the Customer should continue to use their meter facility, where this is the case.

8. Unconfirmed Sales Order Policy

- 8.1 Where an order has been raised and not confirmed, we reserve the right to delete all unconfirmed sales orders without notification.
- 8.2 Where a Continuity Sales Order is placed and Royal Mail believes it contains errors and/or omissions, Royal Mail may at its absolute discretion contact you in order to take your instructions in relation to that Continuity Sales Order or cancel your Continuity Sales Order.

9. Archiving of Customer data

We reserve the right to archive Customer data, sales orders, invoices and any other Customer data at any time from the date 18 Months after it was created. It is the Customer's responsibility to keep records for their own internal accounting and company requirements.

10. Variations

We may vary these Online Business Account Terms and Conditions at any time by giving the Customer not less than one month's written notice.

11. General

These terms and conditions are governed by the laws of England and Wales. All disputes arising out of this Agreement are subject to the exclusive jurisdiction of the English and Welsh courts. If any of these terms or conditions are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), the invalid or unenforceable provision will be severed from these terms and conditions and the remaining provisions will continue to apply.

