



Royal Mail Specific Terms for Bulk Mail Services

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Royal Mail specific terms and conditions for bulk mail services

1 Introduction

1.1 These specific terms apply to the following **bulk mail services**.

- Mailsort®
- Advertising Mail™
- Sustainable Mail
- Advertising Mail Light
- Walksort®
- Presstream®
- Presstream Walksort®
- Presstream® Premium
- Cleanmail®
- Cleanmail® Advance
- Cleanmail® Plus
- mailmedia®
- Big Book™
- Royal Mail Heavyweight™
- Automated Standard Tariff Large Letter®

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**, including the **user guides**.

1.3 The user guides set out:

- the way you or your agent must prepare and present **items** to us;
- the restrictions on the type, content, size and weight of items;
- how you can book postings beforehand; 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.

advertising item

A posting made up of advertising items is a communication which:

- comprises largely uniform messages to all addressees, with the purpose of promoting the sale or use of products or services, or to encourage contribution to, or support of, a cause; and
- is eligible for a charge set by the Advertising Standards Board of Finance.

For the avoidance of doubt:

- a customer magazine will be an advertising item provided that firstly it meets the requirements of advertising items as set out above, secondly it is not paid for by the addressee and finally it forms part of your marketing and communications mix; and
- an invoice, bill, a financial statement, or a communication combining advertising items with other items in the same wrapping is not an advertising item (except where it is a customer magazine as described above).

CBC item	An item to which you have applied a software-generated barcode containing address details before passing it to us.
first-day cover	An approved envelope with stamps that are postmarked on the first day they are issued.
mailmedia response item	An item that allows your customers to respond to an advertising item.
OCR item	An item addressed using our given styles or recommended typefaces so that our sorting machines can read them.
periodical	A magazine, newsletter or journal which meets the conditions set out in clause 6 of this agreement, and the user guide.
Presstream posting	A consignment of your items, made up of one type of periodical.
user guide	<ul style="list-style-type: none">• For Big Book™ and Royal Mail Heavyweight™, the document called 'Big Book™ & Royal Mail Heavyweight™ - Make light of heavy mailings'.• For Cleanmail® Advance, the document called 'Cleanmail® Advance - Your user guide'.• For mailmedia®, the document called 'mailmedia® - How to save the most on your advertising mailings'.• For the other bulk mail services including Advertising Mail™ and Sustainable Mail, the document called 'mailsort user guide'

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

2.3 A general description of each of the bulk mail services is set out in the user guides. You can also find this information at www.royalmail.com/mailsorttechnical

3 Your duties

- 3.1 You must keep to the requirements of the user guides.
- 3.2 If we agree that we will delay the delivery of your posting (a deferred delivery posting), you must agree a delivery start date with us beforehand. You must make the deferred delivery posting available for **handover** at the **handover point** agreed with us at least seven days, and no more than 28 days, before the delivery start date. We will try to deliver each deferred delivery posting within five working days of the delivery start date.
- 3.3 If we deliver a large part of a deferred delivery posting early without your approval, we will credit your account with an amount equal to a percentage (no more than 25%) of the postage (less the discount) due on that posting. We will not have any other responsibilities for that early delivery.
- 3.4 We understand that it is not always practical to complete a posting in one day. So, if we agree, you can spread a posting over a number of days in line with the user guide.
- 3.5 You must present each posting separately, sorted into selections in line with the user guide.
- 3.6 You must not make a Mailsort 70, 120 or 700 posting until we give you accreditation in line with the Mailsort 70, 120 and 700 quality-assurance processes described in the user guide. This includes Sustainable Mail 70, 120 and 700, Advertising Mail 70 and 120, and Advertising Mail Light.
- 3.7 You must not take our checks, or any of our findings or recommendations as a result of making those checks, to mean that we are giving up our right to take action because you have failed to carry out your duties under the agreement.
- 3.8 Each Mailsort 70 and 120, Advertising Mail 70 and 120, Sustainable Mail 70 and 120, Advertising Mail Light and Cleanmail posting must be made up of either all **CBC items** or all **OCR items**.
- 3.9 You must post Mailsort 70, Advertising Mail 70 and Sustainable Mail 70 items in trays, unless you are posting to the Channel Islands or the Isle of Man when you must post items in bags.
- 3.10 You must not combine Walksort 1 and Walksort 2 items in a Walksort posting.
- 3.11 You or your agent must provide us with a paper copy of a confirmed sales order each working day for Cleanmail® Advance postings.
- 3.12 No Cleanmail® Advance posting may consist of a combination of letters for which postage is payable or paid by more than one method of payment.

4 Advertising Mail™

- 4.1 Advertising Mail postings must comprise **advertising items** and comply with the requirements of this agreement including the mailsort user guide. You must comply with section 3 of these specific terms in relation to Advertising Mail.
- 4.2 In each posting, you or your agent must not combine Advertising Mail items with other Mailsort or Sustainable Mail items as set out in the mailsort user guide.
- 4.3 Advertising Mail customers are subject to audit requirements as set out in the mailsort user guide.
- 4.4 We will operate a content control process where sample items are sent for checking against the requirements above and in the mailsort user guide. If we find that your Advertising Mail posting does not meet the requirements of this agreement including the mailsort user guide, we may remove your Advertising Mail price advantage.

5. Sustainable Mail

- 5.1 Sustainable Mail postings must comprise of advertising items only as set out above and in the Mailsort User Guide.
- 5.2 In each posting, you or your agent must not combine Sustainable Mail items with other Mailsort or Advertising Mail items as set out in the mailsort user guide.
- 5.3 Sustainable Mail customers are subject to audit requirements as set out in the mailsort user guide.
- 5.4 If we find your Sustainable Mail posting does not meet the requirements of this agreement including the mailsort user guide we may remove your Sustainable Mail discount.

6 Presstream

- 6.1 You can include an item which is not a **periodical** in the same wrapper with a periodical if:
 - 6.1.1 we have agreed that you can include those items with a periodical;
 - 6.1.2 the items are not **prohibited materials** or **restricted materials**; and
 - 6.1.3 either:
 - the combined weight of all extra items you have included in the same wrapper as the periodical is not heavier than the weight of the periodical they are being sent with (the weight of the periodical does not include the weight of any media, products or loose inserts on or in the periodical); or

- the number of Presstream postings in which the combined weight of all extra items is more than the periodical they are being sent with is no more than the number shown in the table below.

Number of times the periodical is posted each year using the Presstream service	Maximum number of Presstream postings each year that can include extra items, which weigh more than the periodical
2	1
4	2
12	4
26	7
52	13

- 6.2 You can include cover mounts in the same wrapper as the periodical if:
- 6.2.1 we agree that you can include them with the periodical
 - 6.2.2 you fix them securely to the periodical (preferably inside an appropriate polywrap cover);
 - 6.2.3 you present them in the same way for our other delivery services; and
 - 6.2.4 we agree that you can include them with the periodical.
- 6.3 You can give us supplements (not including catalogues, directories, brochures, product cards and loose inserts) which are either available to buy or sent out in their own right and which are not classed as separate periodicals, if:
- 6.3.1 the supplement is related to the periodical and is to be delivered to the same list of addresses as the periodical;
 - 6.3.2 the supplement carries, on its front cover, the title of that periodical and the date, month or season it applies to;
 - 6.3.3 we agree to the supplements being included with the periodical;
 - 6.3.4 the supplement is published by the same publisher as the periodical; and
 - 6.3.5 you give us the supplement for us to deliver separately from the periodical it relates to, or to include as an insert. If the supplement is posted as a separate Presstream posting from the periodical it relates to, you must make sure that the posting meets the terms of the agreement. You must also include on each posting cheque or confirmed sales order the periodical code of the periodical the supplement relates to.
- 6.4 You can send packs of product information cards as a Presstream posting separately from periodicals and supplements if:

- 6.4.1 we agree to this before you post the item;
 - 6.4.2 the periodical the packs of information cards relate to is the periodical you have told us about;
 - 6.4.3 the title and issue number of the periodical the packs of information cards relate to is shown on the wrapper; and
 - 6.4.4 they meet the other terms of the agreement.
- 6.5 Under the Presstream service, you can send product cards which are not clearly linked to a periodical, if they:
- 6.5.1 are attached together as a larger pack (you can do this by wrapping them, gluing them or similar); and
 - 6.5.2 the title and issue number of the periodical, and the date, month or season it was published, are shown on the front cover or on the wrapping.
- 6.6 You must make sure that items which are not periodicals and are not otherwise allowed to be included in a Presstream posting are not included in a Presstream posting.
- 6.7 You must give us a copy of each periodical at least seven working days before a first posting. We will confirm whether it meets the terms of this agreement.
- 6.8 If you want us to work out your postage based on your posting profile, you must send us an electronic listing which contains details of the standard selection codes, and the number of items for each standard selection code, at least two weeks before making a Presstream posting. You may not be eligible for a discount otherwise.
- 6.9 If we ask you, you must give us a copy of the periodical at any time during this agreement to make sure it continues to meet the terms of the agreement.
- 6.10 You must make Presstream postings of each periodical regularly and in line with a regular pattern of posting.
- 6.11 You must not combine Presstream 1 and Presstream 2 items in a Presstream posting. The terms for each of these are described in the user guide.
- 6.12 If we agree, you can enclose an extra periodical in the same wrapper with another periodical for the purposes of promoting that periodical only.
- 6.13 If we agree, you can make postings of a periodical covered by this agreement more often than we have agreed previously if:
- 6.13.1 you give us at least seven working days' notice, in writing, of the date on which you want to make an extra posting; and

6.13.2 the extra posting meets the terms of this agreement.

6.14 You must give us at least one working day's notice, in writing, if a Presstream posting has changed significantly in size or weight, or you are posting a significantly different number of periodicals than usual.

7 mailmedia

Booking

7.1 If you want to use the mailmedia service, you must contact us to make a **booking** (the details are set out in the user guide) at least 12 working days, and no more than 12 months, before the date you want to make a mailmedia posting, to tell us:

- the approximate number of advertising items you will include in the posting;
- the mailmedia service option you will use;
- the mailmedia response licence number you will use for the mailmedia **response items**; and
- the percentage (between 1% and 10%) of response items you expect to receive from your customers.

7.2 When we receive your booking, we may give you a provisional quote for the postage. If we do, we will give you a booking acceptance and reference number confirming the details of your posting, at least 10 working days before the date of the posting. We do not have to provide a provisional quote or issue a booking acceptance for any posting.

7.3 If you want to go ahead with the posting in line with the details shown on the booking acceptance, you must confirm this no later than four working days before the date of the posting. We will cancel the booking if we do not receive your confirmation within this time.

7.4 Unless clauses 7.9 or 7.10 apply, if we have issued a booking acceptance, we will accept the posting on the date shown in the booking acceptance as a mailmedia posting, as long as:

7.4.1 we have received your confirmation in line with clause 7.3; and

7.4.2 the posting keeps to the terms of the booking acceptance and the agreement.

7.5 If the number of advertising items included in a posting varies from the number shown on the booking acceptance, we will adjust the postage in line with our most current published prices for mailmedia. You must pay this postage in line with the terms of the agreement.

7.6 You or your agent must not combine in each posting:

- mailmedia premier, standard and economy (as each are described in the user guide); or

- separate mailmedia service options.

- 7.7 If a posting does not meet the terms of the agreement, we can ask you to pay any extra postage we believe is appropriate, up to a maximum of our published rates for standard tariff services. You must pay this extra postage within seven days of the date you receive an invoice for it.
- 7.8 You or your agent must give us at least two samples of the items to be included in a posting on or before the date you plan to make the posting. You must send the samples to the Mailmedia Booking Centre, Core Services Team, PO Box 740, Salford, M50 3YY, or any other address we give you. If you do not give us the samples, or we believe that the samples do not meet the terms of the agreement, we can cancel the agreement in line with clause 6.9.

Cancelling booking acceptances

- 7.9 We can cancel any booking acceptance at any time up to four working days before the date of a posting for any reason without being responsible to you.
- 7.10 You can cancel any booking acceptance which you have confirmed to us at any time up to four working days before the date of a posting.
- 7.11 If either of us end the agreement in line with the general terms, any booking which we have not yet completed will automatically end.

Postage

- 7.12 The postage includes the charges for the mailmedia response item which you must include in each posting. If, during the period of 12 months and seven days after the date of the first posting you make under the agreement (or during each later period of 12 months), the number of response items returned to you is greater than the number you tell us in line with clause 7.1, you must pay us the postage for the excess amount. The amount you pay will be in line with our most current published rates for standard response services items at the end of the relevant 12 months.
- 7.13 If the agreement ends, we will allow a further period of one calendar month to return response items to you. At the end of that month, we will count the number of response items returned to you to find out whether you have gone beyond the response rate referred to in clause 7.12. If this is the case, you must pay us any amounts due under clause 7.12.

Contents

- 7.14 We can open any item sent as part of a posting to make sure it contains only advertising items and a response item. If we believe that an item sent as part of a posting is not an advertising item, we will hold the posting to return to you later or until we agree arrangements with you for you to pay us any extra postage.

- 7.15 We can open any response item to check that the contents relate to an advertising item. If we believe that the response item does not relate to an advertising item, we can charge you the most current postage rate for our standard response services.

8 Big Book and Royal Mail Heavyweight

Booking

- 8.1 Big Book items and Royal Mail Heavyweight items are catalogues, brochures, publications and other items which meet the **basic requirements** for size, weight and flexibility, as set out in the user guide.
- 8.2 You can apply to book each service in line with the user guide. We will provide you with a booking confirmation, which will confirm the delivery week (starting on a Monday or the first working day in that week) during which we will deliver the items.
- 8.3 You can change the **booked volumes** set out in the booking confirmation with our permission at any time up to four weeks before the start of the delivery week. We will not charge you for this change.
- Address data
- 8.4 You must give us an electronic list of the addresses and postcodes in the form we tell you (**address data**) in line with the user guide.
- 8.5 You must not include the names of your customers or possible future customers or any other personal data (as defined under the Data Protection Act 1998) in the address data.
- 8.6 If you do not give us the address data in line with clause 8.4, we can change the delivery week to the next available calendar week where we are able to accept your booking. If we change the delivery week, you can use any of our other services or cancel your booking. If you cancel the booking, you must pay the cancellation charge when you receive an invoice from us.
- 8.7 We will delete any address data we receive after we have completed our normal preparations to deliver a posting.

Volume

- 8.8 If the volumes of the posting we receive are higher than the booked volumes, we can:
- 8.8.1 agree that you can post the extra items for that delivery week but charge you for the extra items at our published Mailsort 3 tariff (including any discount that applies to the volumes of items which are greater than the booked volumes);

8.8.2 agree that you can post the extra items during the next available delivery week if we are able to allow this, but charge you for the extra items at our published Mailsort 3 tariff (including any discount that applies to the volumes of items which are greater than the booked volumes) and any costs involved in storing and transporting the items to and from the storage facilities; or

8.8.3 refuse to process the extra items and return them to you.

Checks

8.9 We may randomly check a posting, or any part of it, to make sure it is consistent with the booking, the details on the confirmed sales order or posting cheque and the postage due, and whether or not you have met your duties under the agreement.

8.10 If, at any time, we find that the details in a posting cheque or confirmed sales order, or the postage you or your agent gave us, are incorrect, or if you break any of the terms of the agreement, we can:

8.10.1 accept the posting but apply our standard tariff for second class letters or Mailsort 3;

8.10.2 return the posting to you or your agent for you or your agent to:

- correct the faults in the posting; or
- re-send the posting using one of our other services (but only if you have an agreement with us for that service and you meet the terms of that service, and you have paid any costs that apply);

8.10.3 accept the posting for the next delivery week that we are able to add the posting to, as long as you:

- pay the costs for storing and transporting the items before they are delivered; or
- collect, store and return the posting to us for the next delivery week (as long as you have paid any costs that apply); or

8.10.4 cancel the booking and apply the cancellation charge to the booking (if you cancel at least four weeks before the start of the delivery week).

8.11 If possible, we will consult with you or your agent before we use our rights under clause 8.10. If we are not able to do so or we cannot reach agreement with you or your agent within a time period we believe is reasonable, we can choose to use these rights.

8.12 You or your agent must work with us to sort out any questions about or any problems with confirmed sales orders or posting cheques or other documents relating to the posting, no matter whether you or your agent made the posting.

- 8.13 If a booking or posting is cancelled, you or your agent must arrange to collect the posting if it has already been given to us. If you or your agent do not collect the posting within 48 hours of cancelling it, we can return the posting to you or your agent or get rid of it. As well as the cancellation charge, we can also charge you our reasonable costs in storing, returning or getting rid of those items.

9 Alternative delivery

- 9.1 If we cannot deliver a Royal Mail Heavyweight item, a Mailsort 3 1400 **packet**, or a Presstream item because it is too large to fit in a letter box, and you have agreed to use our Alternative Delivery Specification (**ADS**), we will deliver that item to another delivery point in line with the delivery instruction on the ADS label. You may ask us to leave the item in a place at the person's address which is close to the letter box, out of public view, and sheltered. We will post a card through the letter box letting the person know where the item has been left. If there isn't a suitable place to leave the item, or you do not apply an ADS label, we will return the item to the local Royal Mail delivery office for the person to collect. If the person does not collect the item, we will return that item to you if you include a clear and accurate return address on the item. If you or your agent do not include a return address, we will deal with the item in any way we feel appropriate.

10 Charges and discounts

- 10.1 If you or your agent give us postings which carry postage stamps (including **first-day covers**) that we need to cancel, we will charge you an extra 10% of the postage before any discount.
- 10.2 You accept that part of the postage for Cleanmail Advance is based on the volume of items worked out by our sorting machines. You also accept that this calculation is an accurate and final record of the volume of your items.
- 10.3 If we have a posting of letters as a Cleanmail Advance posting paid for by franking-machine impression and you have kept to your agreement with us, we will give you a refund (or, if you have an account with us, credit that account), in line with clause 10.4, of a discount of part of the total postage paid on those letters.
- 10.4 We will combine any refund or credit we make in line with clause 9.3 with all other refunds or credit for Cleanmail Advance postings that you make in the same month. We will pay or credit you that amount within 10 days of the end of the month in which you made the Cleanmail Advance posting. We will work out each month as ending on the last Sunday of that calendar month.
- 10.5 We will work out any discount we owe separately for each posting you make.
- 10.6 If you have kept to your agreement with us, we will give you a refund within seven days of receiving your application for a discount.

11 Our responsibility to you for delay

- 11.1 Each **year** we will measure how we have performed in the previous year against the quality of service targets for delivering certain services, including bulk mail services items, on time (**targets**). These services are grouped into three **service groupings** depending on the class of delivery speed. The **due date** for first class is the first working day after posting; for second class, three working days from the date of posting; and for third class, seven working days from the date of posting (for this purpose Royal Mail Heavyweight and Royal Mail Big Book are classed as third class). An item will be regarded as delayed if we have not attempted to deliver it at the place to which it is addressed by the due date. The results we produce for each service grouping will be an average of the results for all the services in that service grouping.
- 11.2 If we miss our target for a service grouping by more than 1% in a year we will pay you an amount equal to 0.1% of the amount you spent with us (excluding VAT) on any services in that service grouping in that year for each 0.1% above 1% that we are below the relevant target. We will not pay you compensation of more than 4% of the amount you spend with us (excluding VAT) in that year for each service grouping.
- 11.3 We will confirm the results within six months following the end of the year and, if applicable, we will tell you how much compensation you will get no later than three months after that date. We will publish a notice on our website to inform you of when these notifications have occurred.
- 11.4 We will pay you any compensation by crediting your account against future payments to us within one month of us telling you how much compensation you will get. We will credit the account that we invoiced for the services you used. If, at the time at which we are due to pay you compensation you no longer have an account, you can ask us to pay you by cheque.
- 11.5 If you do not agree with any of the decisions we make in relation to compensation you must tell us within three months of the date that we notify customers of any compensation due.
- 11.6 We will not pay you compensation:
- 11.6.1 if you have paid less than 80% of your invoices by three working days after the date payment was due during the year;
- 11.6.2 in relation to items you posted with another postal operator; or
- 11.6.3 where the total compensation due to you is less than £20.
- 11.7 In measuring quality of service we will exclude items delayed by industrial action and other matters beyond our reasonable control.
- 11.8 In this Clause 11, **year** is our financial year, which is currently a period of twelve months ending on or around 31 March.

- 11.9 You can find more information on this compensation scheme at www.royalmail.com/compensation

12 Agreement and declarations

- 12.1 Mailsort, Presstream, Walksort, Cleanmail, mailmedia, Big Book, Royal Mail Heavyweight, Advertising Mail and the Royal Mail cruciform are our trademarks. Nothing in this agreement will give you or your agent a right 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 giving you our permission, we may set any conditions we think are appropriate.
- 12.2 You must make sure that your agents and subcontractors keep to the terms of the agreement.
- 12.3 If you do not keep to clause 12.1, we may end the agreement in line with the general terms.