

## ROYAL MAIL D2D SEASONAL INCENTIVE SCHEME 2019

### TERMS AND CONDITIONS

#### 1 DEFINITIONS

1.1 In these Terms and Conditions, the following words and expressions shall have the following meanings:

<b>Acceptance</b>	our acceptance of your Application Form confirming that we agree to enter into the Agreement with you (and Accepted shall be construed accordingly);
<b>Actual Incremental Volume</b>	the total volume of Eligible Items booked by you and delivered by us in excess of the Baseline Volume;
<b>Agreement</b>	the agreement between you and us in relation to the Scheme, consisting of the Accepted version of your Application Form, the Acceptance and these Terms and Conditions;
<b>Application Form</b>	the D2D Seasonal Incentive Application Form for the Scheme to which these Terms and Conditions are appended;
<b>ASA</b>	the Advertising Standards Authority;
<b>Baseline Volume</b>	the number of items that we determine, acting in our absolute discretion, to be an accurate estimation of the number of items that you would have booked for delivery, using the Services, during the Scheme Period (but in the absence of the Scheme) plus 50,000. In setting your baseline volume we will take into account the number of items that you sent, using the Services, during the period on and from 15 January 2018 up to and including 1 April 2018 and any growth, decline or other changes to your booking behaviour in the intervening period;
<b>CAP</b>	the Committee of Advertising Practice;
<b>CAP Code</b>	the CAP UK code of non-broadcast advertising, sales promotion and direct marketing;
<b>Commencement Date</b>	the commencement date of the Agreement being the date of receipt by you of the Acceptance;
<b>Eligible Items</b>	items which: <ul style="list-style-type: none"><li>a) are not subject to any of our other incentive schemes or to which any non-standard rates apply (as determined by us);</li><li>b) are booked and delivered using our standard Door to Door Service;</li><li>c) are within standard Door to Door weight bands, being 0-200g;</li><li>d) are less than 5mm thick;</li><li>e) are booked at the applicable rate set out in the then current Royal Mail Door to Door Rate Card;</li><li>f) are booked and delivered during the Scheme Period (items that are the subject of confirmed or provisional bookings made prior to the Scheme Period are not Eligible Items); and</li><li>g) are not non-compliant items;</li></ul>
<b>Main Agreement</b>	the Royal Mail Door to Door Terms and Conditions, the On-line

Business Account Agreement and any other Royal Mail specific terms relating to the product entered into between you and us for the provision of the Services;

**Postage Credit** the postage credit payable by us to you and credited by us to your Door to Door account in accordance with these Terms and Conditions;

**Postage Credit Rate** means, for each Eligible Item booked by you and delivered by us under this Scheme 20% of the rate applicable to such items as set out in the then current Royal Mail Door to Door Rate Card;

**Services** door to door distribution services;

**Scheme** this Royal Mail D2D Seasonal scheme whereby we agree to incentivise you to send Eligible Items via the Services;

**Scheme Period** 14 January 2019 until and including 31 March 2019;

**Term** the term of the Agreement as set out in clause 3;

**Terms and Conditions** these terms and conditions as amended by us and notified to you from time to time;

**We, us or our** Royal Mail Group Ltd, company number 4138203 with its registered office at 100 Victoria Embankment, London EC4Y 0HQ;

**You or your** the customer identified in the Accepted version of the Application Form, including its employees and agents; and

**Working Day** a day other than a Saturday or Sunday or other public or statutory holiday in England and Wales.

1.2 The provisions of the Main Agreement together with the Agreement shall govern our overall relationship with you in respect of the Scheme.

1.3 Terms/expressions used in this Agreement will have the meaning given to them in the Royal Mail Door to Door Terms and Conditions, if they are not defined elsewhere in this Agreement.

1.4 In these Terms and Conditions unless the context otherwise requires:

- (a) clause headings are for convenience only and shall not affect the construction of these Terms and Conditions;
- (b) any reference to an enactment or statutory provision is a reference to it as it may have been or may from time be amended, modified, consolidated or re-enacted; and
- (c) references to “persons” shall include references to individuals, bodies corporate (wherever incorporated), unincorporated associations and partnerships.

## 2 AGREEMENT

2.1 You shall complete and submit the Application Form to us.

2.2 We shall review your Application Form and, if the terms are acceptable to us, we shall, within ten (10) Working Days of receipt of your Application Form, email the Acceptance to you.

2.3 It is in our sole and absolute discretion whether to accept your Application Form or not. Our decision is final.

2.4 The Agreement is formed on receipt by you of the Acceptance.

### 3 TERM

The Agreement shall commence on the Commencement Date and shall continue in force until the 31 July 2019, unless terminated pursuant to clause 6 of these Terms and Conditions.

### 4 POSTAGE CREDIT

- 4.1 It is a condition of the Agreement that you have a Door to Door account with us. If you have more than one Door to Door account, you must notify us of the account to which you want the Postage Credit to be credited. We will only credit one account. If you do not notify us of the account to which you want the Postage Credit to be credited we will not be liable to pay the Postage Credit to you.
- 4.2 In order to qualify for Postage Credit, you must post at least the Baseline Volume of Eligible Items.
- 4.3 We will determine whether you meet or exceed the Baseline Volume. It is in our sole and absolute discretion whether to award the Postage Credit to you. Our decision as to whether you meet or exceed the Baseline Volume is final.
- 4.4 Subject to clause 4.7, we shall, within thirty (30) Working Days of the end of the Scheme Period notify you of the actual amount of Postage Credit due to you. The Postage Credit is calculated by applying the Postage Credit Rate to the Actual Incremental Volume. Our decision on the amount of Postage Credit due to you is final.
- 4.5 The Actual Incremental Volume in relation to Eligible Items weighing 0g up to 35g (this includes the 0–20g and 20–35g weight bands) shall be capped at two million (2,000,000) and no Postage Credit shall be payable in respect of Eligible Items booked in excess of this cap. For the avoidance of doubt, there is no cap on the Actual Incremental Volume for Eligible Items weighing >35g up to 200g.
- 4.6 Subject to clause 4.7, we shall within forty-five (45) Working Days of the end of the Scheme Period credit your Door to Door account with the amount of Postage Credit calculated and notified to you pursuant to clause 4.4.
- 4.7 We may request further evidence or audit information from you to verify your claim for Postage Credit. If you do not provide sufficient evidence or audit information, we may withhold the Postage Credit from you and/or terminate the Agreement.
- 4.8 If, after we have credited the Postage Credit to your Door to Door account, we discover that the amount of your claim was made fraudulently, contained false information, or you are in breach of clause 7, we may, without prejudice to our other rights and remedies:
- (a) debit your account for the full amount of Postage Credit credited to your Door to Door account; and/or
  - (b) make a claim against you for any losses we may suffer, including but not limited to any breach of our regulatory or competition law obligations.
- 4.9 Following the Scheme Period we will continue to monitor your booking behaviour and if we decide, acting in our absolute discretion, that any portion of your Actual Incremental Volume was booked in lieu of items that you would ordinarily have booked for delivery in the three-month period following the Scheme Period, we shall be entitled to debit your account for the amount of Postage Credit credited to you in respect of that portion of your Actual Incremental Volume. In making this decision we will take into account the number of items that you booked for delivery using the Services in the equivalent three-month period in the previous year.
- 4.10 There is no cash or cheque alternative to Postage Credit being credited to your Door to Door account under any circumstances.

- 4.11 For the avoidance of doubt, if you do not post the Baseline Volume of Eligible Items, you will not receive Postage Credit and all Eligible Items will be payable at the rate set out in the then current Royal Mail Door to Door Rate Card.

## **5 POSTING ON BEHALF OF A THIRD PARTY**

- 5.1 Where you are an agent posting on behalf of a third party (**Third Party**) and wish to apply for the scheme on behalf of that third party:
- (a) all references to you and your in these Terms and Conditions, aside from those contained in this clause 5, shall be deemed to refer to you acting on behalf of the relevant third party customer; and
  - (b) you will ensure that any and all Postage Credit you receive pursuant to the Scheme on behalf of a Third Party is applied in full to the benefit of that Third Party and may be used only to purchase Royal Mail products or services; and
  - (c) you will notify us whenever you have applied the Postage Credit to a Third Party by emailing us at D2D\_deals@royalmail.com.

## **6 TERMINATION**

- 6.1 We may terminate the Agreement with immediate effect, without any liability to you, if you are in breach of any of the terms of the Agreement and/or the Main Agreement.
- 6.2 The Agreement shall terminate with immediate effect if the Main Agreement, or any element of it, terminates.
- 6.3 Either party may terminate the Agreement, without any liability to the other party, by giving thirty (30) days' written notice to terminate to the other party.
- 6.4 We may refuse to award or redeem any Postage Credit earned by you if we terminate your participation in the Scheme under clause 6.1.
- 6.5 Except as envisaged under clause 6.4 and to the extent permitted by applicable law or regulations, termination of your participation in the Scheme shall not affect any rights, remedies, obligations or liabilities of either of us that have accrued up to the date of such termination.

## **7 WARRANTIES**

- 7.1 You warrant that:
- (a) any mailing made under the Agreement shall comply with all relevant laws and regulations including but not limited to the CAP Code as endorsed and administered by ASA and from time to time revised by them, and all other relevant codes under the general supervision of CAP and ASA;
  - (b) the Actual Incremental Volume does not include items switched from another postal operator or one of our other postal services;
  - (c) the Actual Incremental Volume does not include any mail items switched into the Scheme from a period outside the Scheme Period; and
  - (d) all mail items sent pursuant to the Agreement are not connected with the calling of a local, general or European election or referendum in the UK or other special event (excluding Christmas) where it is unlikely that the mailing volume would be sustainable on an annual basis.

## **8 CONFLICT**

- 8.1 In the event of any conflict between the Agreement and the Main Agreement, the provisions of the Agreement shall prevail.

**9 GENERAL**

- 9.1 You shall not assign, sub-contract, novate or otherwise transfer the whole or any part of the Agreement without our prior written consent.
- 9.2 The Agreement and the documents referred to in the Agreement embody the entire understanding between the parties in relation to the Scheme and there are no additional terms or obligations other than those contained herein.
- 9.3 The Agreement shall be deemed to have been made in England and shall be subject to English law. The parties agree to submit to the exclusive jurisdiction of the English courts.
- 9.4 We perform the Services as an independent contractor. Nothing in this Agreement shall nor our performance of the Services shall create an association, partnership, joint venture, or relationship of principal and agent, or employer and employee, between you and us; and neither of the parties will have the right, power of authority (whether express or implied) to enter into or assume any duty, obligation or liability on behalf of the other party.
- 9.5 Nothing in the Agreement is intended to confer on any person any benefit or any right to enforce any term of it which that person would not have had but for the Agreements (Rights of Third Parties) Act 1999.
- 9.6 If any clause or part of a clause of the Agreement shall be, or found by any authority or court of competent jurisdiction to be, invalid, illegal or unenforceable, such validity, illegality or unenforceability shall not affect the other clauses or parts of such clauses of the Agreement, all of which shall remain in full force and effect.

<b>Customer:</b>	<b>(insert full company name)</b>
<b>Registered Number:</b>	<b>(insert details)</b>
<b>Registered Address:</b>	<b>(insert address)</b>
<b>Trading Address:</b>	<b>(insert address)</b>
<b>Telephone:</b>	<b>(insert details)</b>
<b>Prime Contact Name:</b>	<b>(insert details)</b>

I confirm that I am duly authorised to enter into this agreement.

**Signed on behalf of the customer**

<b>Name:</b>	<b>(insert details)</b>
<b>Position:</b>	<b>(insert details)</b>
<b>Date:</b>	<b>(insert details)</b>