

# Royal Mail Group Door to Door Summer Incentive Scheme

## Incentive Terms

### Background

- i. To encourage the posting of items using our Door to Door Service, we are inviting customers to participate in this Royal Mail Group Door to Door Summer Incentive Scheme (the "**Incentive Scheme**").
- ii. To participate in the Incentive Scheme you need to satisfy certain criteria and submit an application form to us.
- iii. Approved participants will have the opportunity to earn Credits on Eligible Items booked under the terms of this Incentive Scheme, in accordance with the applicable Credit Rate.

### 1 General

- 1.1 These terms and conditions (the "**Incentive Terms**"), together with the Royal Mail Door to Door Terms and Conditions (the "**Door to Door Terms**") shall govern our overall relationship with you in respect of the Incentive Scheme.
- 1.2 If there is a conflict between these Incentive Terms and the Door to Door Terms, the Door to Door Terms shall take precedence unless these Incentive Terms say otherwise.

### 2 Definitions

- 2.1 Terms/expressions used in these Incentive Terms will have the meaning given to them in Door to Door Terms, if they are not defined elsewhere in these Incentive Terms.
- 2.2 The following terms shall have the meanings set out below:

**Actual Volume** means the actual number of Eligible Items booked by you and delivered by us during the Term and which may not exceed the Actual Volume Cap;

**Actual Volume Cap** means 2,000,000 items;

**Eligible Items** means items which:

- a. are not be subject to any of our other incentive schemes or to which any non-standard rates apply (as determined by us);
- b. are booked and delivered using our standard Door to Door Service;
- c. are within standard Door to Door weight bands, being 0-200 grams;
- d. are booked at the applicable rate set out in the then current Royal Mail Door to Door Rate Card;
- e. are booked and delivered during the Term; and
- f. are not non-compliant items;

**Incentive Scheme Application Window** means 01 April 2019;

**Minimum Volume** means, the number of items equal to the number you sent during the period on and from 16 July 2018 to 26 August 2018 plus 50,000 (inclusive);

**Credit** means a credit to your Royal Mail Online Business Account;

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

**Start Date** means 15 July 2019;

**Term** means the duration of your participation in the Incentive Scheme, as set out in clause 4.1 of these Incentive Terms; and

**Working Day** means any day which is not a Sunday, bank holiday or public holiday in the United Kingdom or a Royal Mail non-service day approved as such by Ofcom.

### 3 Applying for the Incentive Scheme

- 3.1 You confirm that you have completed the application process for participation in the Incentive Scheme during the Incentive Scheme Application Window and you will commit to booking the Minimum Volume of items for delivery using our standard Door to Door Service during your participation in the Incentive Scheme.

- 3.2 If, after we have approved your application to participate in the Incentive Scheme, you wish to change your Minimum Volume or Actual Volume Cap, such change must be agreed with us, otherwise it will not apply.
- 3.3 You may not cancel an existing booking and rebook the same or similar booking in order to qualify for this Incentive Scheme.

#### **4 Term of the Scheme**

- 4.1 Unless terminated earlier, your participation in the Incentive Scheme will begin on the Start Date and will end on 25 August 2019 (the "End Date").

#### **5 Award of Credits**

- 5.1 In order to qualify for Credit, you must post at least the Minimum Volume of Eligible Items.
- 5.2 Within 30 (thirty) Working Days of the End Date, we will calculate your Actual Volume. Any Eligible Items booked by you in excess of the Actual Volume Cap will not count towards your Actual Volume and no Credit will be awarded in respect of those items.
- 5.3 Provided that the Actual Volume is at least equal to the Minimum Volume, we will within 45 (forty-five) Working Days of the End Date:
  - (a) calculate the value of any Credit to be awarded to you by applying the Credit Rate to the Actual Volume; and
  - (b) credit your Online Business Account with the relevant Credit.
- 5.4 We reserve the right to change the Credit Rate at any time during the Term and will give you 30 (thirty) Working Days' notice of any such change.
- 5.5 We shall notify you of the value of any Credit due within 30 (thirty) Working Days of the End Date, subject to our receipt of any verification information requested. Our decision on the amount of your Credit award is final.
- 5.6 You agree that all information you give us in connection with the Incentive Scheme and any Credit payable hereunder will be true, accurate and not misleading.
- 5.7 We reserve the right to withhold and/or refuse the award of any Credit to you if we discover that you have breached these Incentive Terms.
- 5.8 If, after we have awarded you Credit, we discover that you have not fully complied with the terms of the Incentive Scheme, we can require you to repay any Credit you have already received from us, and/or make a claim against you for loss we suffer as a result of your non-compliance with these Incentive Terms.
- 5.9 For the avoidance of doubt, if you do not post the Minimum Volume of Eligible Items, you will not receive Credit and all items booked under the Incentive Scheme will be payable at the rate set out in the then current Royal Mail Door to Door Rate Card.

#### **6 Changes and Termination**

- 6.1 We may, at any time and without any liability to you, terminate or change all or any part of the Incentive Scheme in order to comply with our legal obligations and/or applicable regulatory requirements. We will give you at least 30 (thirty) Working Days' prior notice of such change or termination unless we are required to implement the change or terminate sooner. If we are, we will give you as much advance notice as is reasonably practicable in the circumstances.
- 6.2 We may change any of the terms of the Incentive Scheme for any other reason at any time on giving you at least 30 Working Days' notice.
- 6.3 We may terminate your participation in the Incentive Scheme on written notice to you and with immediate effect if:
  - (a) you commit any material or persistent breach of the terms of these Incentive Terms and, if the breach is of a type that can be remedied, that breach has not been remedied within 30 days of the date on which you were notified of the breach;
  - (b) you become insolvent or otherwise unable to pay your debts as they fall due;
  - (c) you are in breach of the Door to Door Terms (regardless of whether we terminate your postal agreement);
  - (d) your use of the Door to Door Service and/or any item breaches any applicable law or regulation, including but not limited to the CAP code, and all other relevant codes under the general supervision of CAP and ASA from time to time; or

- (e) you do (or fail to do) anything which in our reasonable opinion damages or may damage our reputation or business, or the reputation or business of any member of the Royal Mail Group.
- 6.4 We may refuse to award or redeem any Credit earned by you if we terminate your participation in the Incentive Scheme under clause 6.3.
- 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 Incentive Scheme shall not affect any rights, remedies, obligations or liabilities of either of us that have accrued up to the date of such termination.
- 6.6 We may withdraw the Incentive Scheme for any reason by giving you 30 (thirty) days' written notice of our intention to do so. Your participation in the Incentive Scheme shall automatically terminate on the date on which the Incentive Scheme is withdrawn pursuant to this clause 6.6.
- 6.7 Withdrawal of the Incentive Scheme pursuant to clause 6.6 shall not affect our obligation to award any Credit already earned by you before the date on which the Incentive Scheme is withdrawn.

## **7 Affiliate Applications**

- 7.1 If you have entered into a Door to Door Affiliate Agreement with us and are entering into these Incentive Terms for and on behalf of a third party customer, the following provisions shall apply:
  - (a) all references to you and your in these Incentive Terms, aside from those contained in this clause 7, shall be deemed to refer to you acting on behalf of the relevant third party customer; and
  - (b) you will pass on the full value of any Credit that we have awarded to you under these Incentive Terms to the relevant third party customer.

Please confirm your acceptance of these Incentive Terms by arranging for a duly authorised signatory to countersign, date and return the enclosed copy of these Incentive Terms to [doortodoor@royalmail.com](mailto:doortodoor@royalmail.com).

Yours sincerely

Sasha Henry Crawford – Head of Unaddressed Products  
for and on behalf of  
**ROYAL MAIL GROUP LIMITED**

I confirm, on behalf of [τ] that the Incentive Terms are agreed.

Name of signatory .....

Position .....

Signature .....

For and on behalf of  
[τ]

Date:.....