

TERMS AND CONDITIONS
UK MAIL PACKETS

Part of



Terms and Conditions - UK Mail Packets

The Customer is advised to carefully read these Terms and Conditions and to note in particular UK Mail's exclusion of liability for loss or damage to a Mailing Item pursuant to clause 10.2.

1 Definitions and interpretation

1.1 In this Agreement:

Account Application Form	means the form completed and signed by the Customer setting out amongst other things the Customer's name and address and an account number (as allocated by UK Mail);
Address Label	means a UK Mail approved barcoded address label, as is more particularly described in the User Guide;
Agreement	means the agreement between UK Mail and the Customer constituted by an Account Application Form, the Mailing Profile(s), these terms and conditions (as varied from time to time), the User Guide and the Royal Mail User Guide;
Charges	means UK Mail's charges for conveying Mailing Items, as agreed in a Mailing Profile, and as may be varied or supplemented under the provisions of this Agreement;
Collection	means the total amount of Mailing Items to be collected in one instance by UK Mail on a specific day from a specific Collection Location;
Collection Location	means a location from which UK Mail will collect Mailing Items under this Agreement, details of which are set out in the Account Application Form, or as the Customer may otherwise agree with UK Mail in writing;
Customer	means the person entering into this Agreement and responsible for the Mailing Items handed over under this Agreement (whether or not that person uses an agent for actual hand over), as identified in the Account Application Form;
Deep Rural Locations	means those postcodes identified as such in the User Guide, and which for information purposes only, currently are: HS, KW, PH, IV, PA, LD, DG, TD, ZE, JE, GY and IM;
Indicator	means the marks, impressions or other devices to be shown on each Mailing Item to be conveyed by UK Mail under this Agreement, as specified by UK Mail in the User Guide;
Mailing Profile	means agreed parameters of Mailing Items (including but not limited to the expected type of Mailing Item, weight, and volumes of Mailing Items) to be collected from the Collection Location and conveyed by UK Mail under this Agreement, and as is set out in documents signed by UK Mail and the Customer from time to time;
Mailing Item	means a Packet;
Packet	means a Mailing Item (also defined by Royal Mail as a 'Parcel') which is larger than 70mm by 100mm, no larger than 460mm by 610mm by 460mm (or, if a tubular packet, the length plus twice the diameter does not exceed 1040mm with a maximum length of 900mm), and no heavier than 2kg;
Royal Mail	means Royal Mail Group Limited;
Royal Mail User Guide	means the user guide issued by the Royal Mail and entitled "Wholesale Parcels Services User Guide for Inward Mail Centres" as published on www.royalmailwholesale.com (as may be amended from time to time);
Scheme	means the Post Office Inland Letter Post Scheme IL1/2000 (as amended from time to time) and any replacement or similar Scheme or Schemes (and any amendments thereto) relating to inland postal services made or deemed to have been made by Royal Mail from time to time under section 89 of the Postal Services Act 2000;
UK Mail	means UK Mail Limited (company number 00965783) with its registered office at 120 Buckingham Avenue, Slough, SL1 4LZ, or such other registered office as UK Mail may from time to time notify in writing;

User Guide	means the UK Mail Customer User Guide as published and amended by UK Mail from time to time and includes any other document referred to in that User Guide;
Value	means the lesser of the a) open market value, taking into account age and condition, b) the cost/manufacturing cost if the Customer purchased or manufactured the item, or c) £100, this being the maximum value of items to be carried under this Agreement.
Valuable Item	shall have the meaning given to it in Schedule 2 of the Scheme (as such term may be amended from time to time), and which for information purposes only, currently has the following meaning in Schedule 2 of the Scheme: (a) Jewellery (including diamonds and precious stones); watches (the cases of which are made totally or mainly of precious metal); any precious metal that has been made to add value to the raw material; and any similar articles with a value other than the value of the workmanship; and (b) Money (including, coins, bank notes, postal orders, cheques); unused postage and revenue stamps and National Insurance stamps; exchequer bills, bills of exchange, promissory notes and credit notes; bonds, coupons and other investment certificates; and coupons, vouchers, tokens, card, stamps and other documents that can be exchanged for money, goods or services; and
Working Day	means any day which is not a Sunday, bank holiday, public holiday or Royal Mail non-service day.

1.2 In this Agreement (except where the context otherwise requires):

- any reference to a clause is to the relevant clause of this Agreement;
- the clause headings are included for convenience of reference only and shall not affect the interpretation of this Agreement;
- use of the singular includes the plural and vice versa and use of any gender includes the other gender;
- the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis and shall not limit or prejudice the generality of the foregoing words; and
- reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted.

1.3 The User Guide and the Royal Mail User Guide (insofar as it relates to Packets) form part of this Agreement and shall have effect as if set out in full in the main body of this Agreement and any reference to this Agreement includes such documents. However, in the event of there being any conflict between the wording of the such documents and the main body of this Agreement, the main body of the Agreement shall prevail.

1.4 The provisions of the Scheme insofar as not inconsistent with this Agreement are hereby incorporated into this Agreement. The Customer shall be deemed to be the "sender" for the purposes of the Scheme and for the purpose of the Scheme any reference in the Scheme to Royal Mail or the Post Office shall be read as including (where the context permits) a reference to UK Mail.

2 Service obligation

The Customer expressly acknowledges and accepts that:

- UK Mail is required to use Royal Mail for the final sortation and delivery of Mailing Items, and cannot therefore offer any assurance as to the actual delivery date of any Mailing Item to the addressee. Further, the User Guide sets out Royal Mail's service level target applicable to Mailing Items conveyed to Royal Mail under this Agreement. Accordingly, UK Mail will not be liable to the Customer or any person for any failure on the part of Royal Mail to deliver within the service level target, whether as a result of a breach of this clause or otherwise;
- the Services are not designed for and therefore not suitable for items that are not within the weight and dimensions requirements set by Royal Mail from time to time. It is the Customer's responsibility to ensure that all Mailing Items comply with such requirements;
- the Services are intended expressly for low value items only and therefore not suitable for items that are more than £100 in Value or otherwise sentimental, irreplaceable or fragile; and
- the Customer shall be deemed to know the value (monetary Value or otherwise) of the items it wishes to be conveyed under this Agreement and the limitations of the Services. The Customer accepts and acknowledges that UK Mail does not (and cannot) routinely open all Mailing Items to check for compliance. Therefore any items that are not suitable for the Services and which are inadvertently carried by UK Mail under this Agreement will be at the Customer's sole liability and risk in respect of any loss, delay or damage.

2.2 UK Mail shall, subject to any restrictions set out in the User Guide, convey and deliver to the relevant addresses within the UK, Jersey, Guernsey and the Isle of Man all Mailing Items collected by UK Mail from the Customer and accepted by UK Mail in accordance with an agreed Mailing Profile and the terms of this Agreement.

3. Mailing Items

- The Customer warrants that either it is the owner of all Mailing Items in each Collection or, if not the owner, it is an agent of the owner and is authorised to hand over the Mailing Items on the owner's behalf.
- The Customer shall ensure that, in relation to the contents and packaging of Mailing Items, that:
 - each Mailing Item does not weigh more than 2kg and that it does not exceed any size restrictions. For the avoidance of doubt, UK Mail reserves the right to sample the weight and size of any Mailing Item and where any Mailing Item in any Collection exceeds either the weight or size restrictions then in force, UK Mail may at its sole discretion either reject or convey such Collection (in whole or part) as a parcel in accordance with clause 6 of these Conditions;
 - the Mailing Item does not contain any "prohibited materials" (as such term is defined in the Scheme);
 - the Mailing Item does not contain any "restricted materials" (as such term is defined in the Scheme), unless such Mailing Item and/or its contents meet Royal Mail's requirements for "restricted materials";
 - the Mailing Item does not contain any Valuable Items;
 - the Mailing Item complies with the British Codes of Advertising and Sales Promotion and any other code or guidance issued by the Advertising Standards Authority, or by any replacement or successor body, from time to time;
 - no Mailing Item in a Collection will bear a Royal Mail postage stamp or other Royal Mail mark, impression or device (other than as part of the Indicator);
 - each Mailing Item in a Collection will comply with the Scheme (except as expressly permitted by this Agreement);
 - the Mailing Preference Service's Suppression File is applied to all relevant Mailing Items;
 - each Mailing Item complies with the agreed parameters of the Mailing Profile;
 - each Mailing Item complies with all relevant laws and regulations; and
 - the contents and packaging of each Mailing Item is fit and safe for UK Mail to perform the Services and that it is protected against all ordinary risks inherent in the performance of the Services, including (without limitation) any sortation, handling, loading, unloading or otherwise dealing with such Mailing Item.
- The Customer must not send items that contain scam mail or any other similar material, including but not limited to items or mail sent in furtherance of a fraudulent or criminal act, or which in UK Mail's or Royal Mail's reasonable opinion is intended to deceive the recipient into parting with money or other assets. For the avoidance of doubt, any failure to comply with this clause 3.3 shall be deemed to be a Material Breach entitling UK Mail to, in addition to any other remedies which it may be entitled, terminate this Agreement forthwith upon written notice or otherwise suspend provision of the Services until such time as the breach has, in the opinion of UK Mail been remedied to UK Mail's satisfaction and adequate steps taken by the Customer to ensure compliance with this clause 3.3.
- Any breach of clauses 3.2(e) or 3.2(f) shall be deemed not to be capable of remedy for the purpose of clause 12.2(a).
- The Customer shall indemnify UK Mail and keep UK Mail indemnified against any liability, loss, claim, costs or expense (including legal expenses) suffered or reasonably incurred by UK Mail (or its employees, agents or contractors) as a result of any breach by the Customer of any provision in this clause 3.
- The indemnity given in clause 3.4 applies in respect of the transport of all Mailing Items whether those Mailing Items are carried with our consent or not.
- 4 Presentation**
- The Customer must ensure that each Mailing Item complies with the requirements of the User Guide (whether presentational or otherwise), including without limitation:
 - that all addressing and access Indicator requirements are complied with;
 - that there is affixed to each Mailing Item a fully completed Address Label which is positioned prominently in the centre of the largest face of the Mailing Item, so that it can be readily scanned by a barcode reader; and
 - that there is sent to Deep Rural Locations not more than the percentage of total Mailing Item as specified by the User Guide.
- In respect of a Mailing Item to be sent to the Isle of Man, or the Channel Islands, the Customer shall ensure that all appropriate customs declarations are obtained and attached to the Mailing Item, that all (if any) licences are obtained in respect of such Mailing Item, and that all (if any) taxes and/or duties are paid in respect of such Mailing Item. The Customer will indemnify UK Mail against any liability, loss, claim, costs or expense (including legal expenses) suffered or reasonably incurred by UK Mail (or its employees, agents or contractors) as a result of the Customer's failure to comply with this clause 4.2.
- Unless UK Mail agrees otherwise, the Customer shall provide appropriate equipment and labour at the Collection Location for loading the Collection onto UK Mail's vehicles. Any assistance UK Mail provide to load a Collection will be provided at UK Mail's discretion and is at the Customer's sole risk and UK Mail will not be liable for any damage caused. The Customer undertakes that equipment provided pursuant to this clause shall be safe and fit for purpose.
- The Customer shall indemnify UK Mail and keep UK Mail indemnified against any liability, loss, claim, costs or expense (including legal expenses) suffered or reasonably incurred by UK Mail (or its employees, agents or contractors) as a result of the provision of assistance pursuant to clause 4.3 or as a result of a breach of clause 4.3.
- 5. Collection**
- The Customer shall ensure that all Mailing Items are loaded into UK Mail cages prior to each Collection, or such other container as may be prescribed by the User Guide from time to time.
- We may at the Customer's request, sign a document acknowledging receipt of a Collection. Such a document will not, regardless of its terms, be evidence of the condition, nature, quantity, size or weight of the Mailing Items when delivered to us.
- Each Mailing Item will be scanned and weighed by UK Mail at a UK Mail site following Collection, and also checked by Royal Mail as part of its final sortation and delivery process and shall

- be charged for on the basis of such weight pursuant to the provisions of this Agreement. For the avoidance of doubt, in the event of a discrepancy between the declared weight (by the Customer), and the measured weight, UK Mail may charge in accordance with the measured weight, even if the measured weight is less than the declared weight.
- 6 Reservation of Rights**
- 6.1 Subject to clause 6.2, UK Mail reserves the right to reject any Mailing Item that is found to be non-compliant with any provision of this Agreement.
- 6.2 In the event that a Mailing Item is found to exceed the weight and/or size specifications for a Packet (as such specifications are more particularly described in the definition of "Packet" in clause 1.1), then the Customer acknowledges and agrees that UK Mail will send such Mailing Item through UK Mail's parcels network and that in such circumstances:**
- (a) such Mailing item will be treated as a parcel and shall be carried by UK Mail upon UK Mail's standard terms and conditions for the carriage of parcels then in effect; and
- (b) the Customer will be charged in accordance with UK Mail's standard parcel's charge then in effect for the carriage of such Mailing item through its parcels network or alternatively where the Customer has an existing parcel account, the Customer will be charged in accordance with the agreed rates for that account.
- 7 Returns**
- 7.1 Any Mailing Item which cannot be delivered to the relevant address shall be returned by Royal Mail to the return address set out on the Address Label, provided that the Customer has complied with clause 4.1(a).
- 8 UK Mail property**
- 8.1 The Customer shall immediately upon termination of this Agreement or otherwise when reasonably requested by UK Mail return to UK Mail any property provided by UK Mail to the Customer under this Agreement (including that set out in the User Guide).
- 8.2 The Customer shall keep the property referred to in clause 8.1 in safe custody and good condition. The Customer shall not use such property for any purpose other than the carrying out of its obligations or exercising its rights under this Agreement nor allow any third party to take possession of, or have any rights over such property, other than where a Customer uses an agent for actual hand over.
- 8.3 The Customer may only use property referred to in clause 8.1 to effect hand over of Mailing Items to UK Mail in accordance with this Agreement and as set out in the User Guide.
- 8.4 UK Mail and its nominees shall be entitled to inspect such of the property referred to in clause 8.1 at any reasonable time and, in the case of misuse of the property by the Customer or any third party, may repossess such property.
- 9 Charges and payment**
- 9.1 The Customer shall pay the Charges in accordance with the Mailing Profile(s). UK Mail may vary the Charges (acting reasonably and after notifying the Customer) if Collections do not meet the parameters of the Mailing Profile(s). In addition, the Mailing Profile and the User Guide sets out additional levies and charges which may in specified circumstances be charged by UK Mail.
- 9.2 UK Mail reserves the right to review and increase Charges at any time upon giving 30 days' notice to the Customer.
- 9.3 UK Mail shall send to the Customer weekly invoices, whether by post, email or other means, showing the total Charges or other sums due from the Customer and the Customer shall pay all such invoices in full within 14 days of the date of the invoice, unless payment is by direct debit in which case payment must be made within 21 days of the date of the invoice. For the avoidance of doubt, UK Mail may from time to time issue notices in writing on invoices and such notices shall be valid for the purposes of these Conditions.
- 9.4 Any queries relating to invoices must be received by UK Mail, in writing, within 7 days of the date of the invoice.
- 9.5 All payments due from the Customer under this Agreement will be made without deduction whether by way of counterclaim, set-off or otherwise unless the Customer has a valid court order requiring an amount equal to the deduction to be paid by UK Mail.
- 9.6 All Charges or other sums payable under this Agreement are expressed exclusive of VAT, which shall be paid at the time and in the manner required by law.
- 9.7 If the Customer fails to make any payment to UK Mail under this Agreement on the due date, without prejudice to any other right or remedy available to UK Mail, UK Mail shall be entitled to:
- (a) suspend immediately the performance or further performance of its obligations under this Agreement without liability to the Customer; and
- (b) charge daily interest on all amounts not paid until payment is received in full at an annual rate equal to 4% above the Lloyds Banking Group plc base lending rate from time to time.
- 10 Exclusions of liability and claims**
- 10.1 The Customer acknowledges and agrees that the treatment of all Mailing Items under this Agreement will be the same as in the case of ordinary postal items posted with Royal Mail and, in particular, UK Mail does not keep detailed records of conveyance or delivery of any Mailing Items.
- 10.2 UK Mail shall not be liable to the Customer or to any other person (whether in contract, tort (including negligence) or breach of statutory duty or otherwise) for any loss of or damage to any Mailing Item dealt with by UK Mail under this Agreement or for any delay in delivery. **The Customer acknowledges that it was given the opportunity to purchase similar services (including without limitation parcels services) from UK Mail that would entitle the Customer to recover certain compensation upon loss or damage to a Mailing Item in consideration for the Customer's acceptance of increased Charges that the Customer has chosen not to accept.**
- 10.3 Without prejudice to the generality of clause 10.2, UK Mail shall not be liable to the Customer for any loss or damage (whether in contract, tort (including negligence) or breach of statutory duty or otherwise) suffered or incurred by the Customer arising from or in connection with the loss of or damage to any Mailing Item:-
- (a) which occurs as a direct or indirect result of any failure by the Customer to comply with this Agreement (including the Scheme and the User Guide) or which has been handed over by the Customer in breach of the warranties contained in clause 3.1; or
- (b) which is lost or damaged prior to that Mailing Item being scanned by UK Mail at a UK Mail site; or
- (d) whose contents have any latent or inherent defect or any inherent tendency to wastage, vice, natural deterioration or electrical derangement.
- 10.4 Subject to clauses 10.1, 10.2, 10.3, 10.5, 10.6 and 10.8, UK Mail's liability to the Customer and to any other person in aggregate shall otherwise be limited to £1,000,000.
- 10.5 Notwithstanding any provision of this Agreement except for clause 10.8, neither party shall be liable to the other for loss of profit, revenue, business, goodwill and like loss (whether any of the foregoing are direct or indirect) or for any consequential or indirect losses.
- 10.6 UK Mail shall not be liable for any failure or delay in performance of UK Mail's obligations (including for any loss or damage or failure to deliver or delay in delivery of a Mailing Item) due to any event beyond UK Mail's or its subcontractors' reasonable control including an act of God, war, riot, civil commotion, terrorism, malicious damage or blockades, industrial disputes, compliance with any law or governmental order, rule, regulation or direction, national emergencies, fire, flood, tempest or storm, accident, breakdown of plant or machinery or default of supplies (including fuel).
- 10.7 Nothing in this Agreement shall exclude or restrict either party's liability for fraud, fraudulent misrepresentation or for death or personal injury caused by negligence.
- 11 Lien and Unidentifiable Mailing Items**
- 11.1 UK Mail has a general and specific lien over all Mailing Items in its possession, custody or control for all monies owing by the Customer to UK Mail at any time. If payment from the Customer is outstanding following the due date, UK Mail reserves the right to notify the Customer of the amount of any lien and its intention to exercise the lien by selling the Mailing Items. If payment of all outstanding amounts owed to UK Mail is not received by UK Mail in full within 7 Working Days of such notice, UK Mail may sell, dispose of or deal with the Mailing Items as the Customer's agent. UK Mail will reimburse the Customer any remaining balance of the sale proceeds after deducting all monies owing, including all expenses and charges incurred in the storage, handling, sale, disposal and otherwise dealing with the Mailing Items. Having done so, UK Mail will have no further liability to the Customer for the Mailing Items.
- 11.2 If UK Mail consider the Mailing Items are likely to perish or deteriorate, UK Mail may sell, dispose of or deal with the Mailing Items immediately upon any amount becoming overdue, subject only to UK Mail taking reasonable steps to notify the Customer of its intention to do so.
- 11.3 You agree and acknowledge that there may be occasions that it is not possible for UK Mail to identify the sender of a Mailing Item that has been collected or returned simply from the exterior of such Mailing Item. You also agree and acknowledge that it is not possible for UK Mail to store such unidentified Mailing Items indefinitely and therefore you accept and agree that UK Mail may:
- (a) provided it has taken reasonable measures to identify the sender of an unidentified Mailing Item, open such Mailing Item to identify the sender;
- (b) where UK Mail has identified the sender, UK Mail shall contact the sender to make arrangements with respect to the Mailing Item. This may be at the cost of the sender; and
- (c) where UK Mail cannot identify the sender, UK Mail is entitled to sell, or otherwise dispose of such Mailing Items as it in its sole discretion deems fit provided always that it has complied with clause 11.3(a) and that in the event that any proceeds from the sale of unidentifiable Mailing Items, less UK Mail's reasonable expenses are held on trust for the benefit of the sender for a period of one year from the date of sale upon expiry of which title in such proceeds shall pass to UK Mail absolutely. For the avoidance of doubt where the sender is identified subsequent to the sale of such Mailing Item within the one year period from date of sale, UK Mail shall forward any proceeds (less reasonable expenses) to the sender and such payment shall discharge or otherwise settle all of UK Mail's liabilities with respect to such Mailing Item.
- 12 Termination**
- 12.1 Without prejudice to any other right to terminate under this clause 12, either party may terminate this Agreement at any time by giving the other party 30 days' written notice.
- 12.2 Either party (the "terminating party") may terminate this Agreement immediately by giving the other party (the "breaching party") notice if:
- (a) the breaching party commits any breach of the terms of this Agreement and the breach is not capable of remedy or where the breach is capable of remedy the breaching party has not remedied that breach within 14 days of being notified of the breach by the terminating party; or
- (b) the breaching party has an administrator or a receiver (including any administrative receiver or manager) appointed over the whole or any part of its assets or an order made or a resolution passed for winding-up of the breaching party (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or if circumstances arise which entitle a court or a creditor to appoint a receiver or manager or which entitle a court to appoint an administrator or make a winding-up order or if the breaching party has made any composition with its creditors generally.
- 12.3 UK Mail may terminate this Agreement immediately by giving the Customer notice if the Customer fails to pay any sums payable under this Agreement when due, provided that UK Mail has given the Customer notice specifying an intention to terminate this Agreement and given a period of 7 days to remedy that failure.
- 13 Consequences of Termination**
- 13.1 The termination of this Agreement (for any reason) shall not affect the coming into or the continuance in force of any obligations which expressly or by implication are intended to come into or continue in force on or after such termination and shall be without prejudice to any other rights of either party accrued up until the date of termination.
- 13.2 On termination of this Agreement (for any reason) the Customer shall immediately:
- (a) cease using the Indicator,
- (b) stop supplying, distributing and printing stationery
- incorporating the Indicator,
- (c) at UK Mail's sole discretion and request, either ensure that the Indicator is completely concealed on the remaining copies of such stationery (for example by over-labelling of the whole of the Indicator) or destroy the remaining copies of such stationery and provide UK Mail with written confirmation signed by one of the Customer's directors that this obligation has been complied with; and
- (d) return to UK Mail any property or materials UK Mail supplied to the Customer.
- 13.3 If the Customer fails to comply with clause 13.2, UK Mail (or its nominees) may on reasonable notice, have access to the Customer's premises for the purpose of recovering its property and any stocks of materials bearing the Indicator.
- 13.4 On termination, any sum owing to UK Mail by the Customer, regardless of whether such sum is due to be paid in the future, will become immediately due and payable.
- 14 Confidentiality**
- 14.1 Except as provided in clauses 14.2 and 14.3, UK Mail and the Customer undertake to the other to keep confidential the terms of this Agreement, all information (written or oral) concerning the business, the customers or financial information of the other that it has received as a consequence of the discussions leading up to this Agreement or which it subsequently receives as a consequence of the performance of this Agreement, including the prices charged by UK Mail under this Agreement ("**Confidential Information**").
- 14.2 UK Mail and the Customer may each disclose Confidential Information to their respective legal, financial and other business advisors (in each case in so far as such advisors need to know such Confidential Information) or as may be required by law or by any regulatory authority.
- 14.3 Clause 14.1 shall not apply to Confidential Information which the receiving party can demonstrate was:
- (a) already in its possession prior to its receipt from the disclosing party;
- (b) was subsequently disclosed to it lawfully by a third party who did not obtain such Confidential Information (directly or indirectly) from the disclosing party; or
- (c) was in the public domain at the time of receipt by the receiving party or has subsequently entered the public domain other than as a result of a breach of clause 14.1 by the receiving party.
- 14.4 The obligations of the parties under this clause 14 shall survive termination of this Agreement however caused.
- 15 Assignment, Use of Agents and Sub-contracting**
- 15.1 UK Mail may employ any person as UK Mail agent, sub-contractor or otherwise in the performance of any of UK Mail's obligations under this Agreement. In particular, the Customer recognises UK Mail may use other members of its group, or its or their franchisees and owner-drivers to collect Mailing Items from the Customer and to convey them. The Customer also recognises that UK Mail will hand over Mailing Items to Royal Mail for final conveyance to the destination address.
- 15.2 UK Mail recognises that the Customer may use agents for the preparation and hand over of Collections. If the Customer does so, it remains responsible for the actions of the agent and for the agent's compliance with this Agreement. UK Mail is entitled to deal with the Customer's agent in respect of any Collections handed over by that agent.
- 15.3 This Agreement is personal to the Customer and the Customer may not assign or licence any or all of the Customer's rights or obligations under it without the prior written agreement of UK Mail (such agreement not to be unreasonably withheld).
- 16 The Indicator**
- 16.1 The Indicator is the property of UK Mail. All Mailing Items shall carry the Indicator, and UK Mail hereby permits the Customer to use the Indicator on Mailing Items on the terms set out in this Clause 16. The Customer shall not use the Indicator on any Mailing Items to be collected, conveyed or delivered by a party other than UK Mail, or an agent, sub-contractor or other person employed by UK Mail for that purpose.
- 16.2 The Customer shall:-
- (a) comply strictly with the policies and guidelines relating to the use of the Indicator (including those set out in the User Guide). Specifically, and without limiting this obligation, the Customer may only use the Indicator if the Customer reproduces the Indicator exactly in the form as set out in the User Guide;
- (b) not do or suffer to be done any thing which may adversely affect the distinctiveness of the Indicator or rights in and to the Indicator or which would or might invalidate title in the Indicator, reduce its value, or adversely affect the reputation or the business of UK Mail or Royal Mail;
- (c) not portray any imagery or words related to UK Mail or Royal Mail in any way which would or may bring UK Mail or Royal Mail into disrepute. Except for use of the Indicator as permitted in this Agreement, the Customer shall not use or seek to register any trade mark, business name, corporate name, domain name or get up which is owned by or which may be associated with or is confusingly similar to those used by UK Mail or Royal Mail;
- (d) not make any statements or claims that indicate that UK Mail or Royal Mail have approved or recommended any goods or services offered by the Customer and/or its agents;
- (e) not use the Indicator except as expressly permitted in these terms.
- 16.3 The terms of this clause 16 do not and will not operate to grant the Customer any rights in respect of the Indicator. All intellectual property rights in respect of the Indicator will (as between the Customer and UK Mail) remain vested in UK Mail at all times. All goodwill attaching to the Indicator arising through the Customer's use of the Indicator will automatically accrue to UK Mail, whether arising at common law or otherwise, and the Customer assigns with full title guarantee to UK Mail any such goodwill which may otherwise be vested in it.
- 16.4 Any breach of this clause 16 is deemed not to be capable of remedy for the purpose of clause 12.2(a).
- 17 Notices**
- 17.1 All notices between the parties under this Agreement must be in writing and delivered by hand, post or fax, if to UK Mail, to UK Mail's registered office and if to the Customer, to the Customer's address specified on the Account Application Form, or in either case, to such other address as is notified by one party to the other.
- 17.2 Notices will be deemed to be received (a) if sent by post, 2 days (excluding Saturdays, Sundays and bank or public holidays) after

- posting (excluding the day of posting), (b) if delivered by hand, on the day of delivery; and (c) if sent by fax before 4.00pm on a day other than a Saturday, Sunday or a bank or public holiday, at the time of transmission, and if sent by fax after 4.00pm or sent on a Saturday, Sunday or a bank or public holiday on the next day which is not a Saturday, Sunday or a bank or public holiday.
- 18 Miscellaneous**
- 18.1 UK Mail reserves the right for it and for Royal Mail to open and inspect Mailing Items to verify compliance with the requirements of relevant law and regulation (including but not limited to sections 85 and 107 of the Postal Services Act 2000) and this Agreement or as may be reasonably necessary to identify the sender of a Mailing Item that cannot reasonably be identified by its external markings. For the avoidance of doubt, where UK Mail and Royal Mail reasonably suspect the Customer of sending scam mail contrary to clause 3.3, UK Mail and Royal Mail may inform third parties including the relevant authorities and regulators.
- 18.2 UK Mail may vary these terms and conditions by giving the Customer at least 30 days' notice in writing which shall apply to all Collections collected by UK Mail after the expiry of such notice period.
- 18.3 The failure of either party to enforce or to exercise, at any time or for any period, any term of, or right arising pursuant to, this Agreement does not constitute, and shall not be construed as, a waiver of such a term or right and shall not affect the party's right to enforce or exercise it at a later date.
- 18.4 UK Mail is not and does not contract as a common carrier. This Agreement supersedes any prior agreements and arrangements between UK Mail and the Customer, and constitutes the entire agreement between UK Mail and the Customer, relating to its subject matter. Neither party has relied upon or been induced to enter into this Agreement by any representation or statement other than as set out in this Agreement. The foregoing shall not limit or exclude either party's liability for fraud or fraudulent misrepresentation. No addition to or modification of this Agreement shall be effective unless it is in writing and signed by a duly authorised representative of both UK Mail and the Customer. Any Mailing Item handed over to UK Mail is handed over under this Agreement to the exclusion of all other documents or terms that the Customer attempts to apply, even if they are endorsed upon, delivered with or contained in any document that the Customer delivers to UK Mail.
- 18.5 The provisions of this Agreement are severable and distinct from one another, and if at any time any provision is or becomes unenforceable, the validity, legality or enforceability of the other provisions will not in any way be affected or impaired.
- 18.6 This Agreement shall be subject to English law. The parties submit to the exclusive jurisdiction of the English Courts.
- 18.7 Nothing in this 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 Contracts (Rights of Third Parties) Act 1999.
- 19 Data Protection Act**
- 19.1 For the purposes of this clause 19, the term "Data Protection Legislation" shall mean: (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) ("GDPR") and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998 and the term "Applicable Laws" shall mean: the laws of any member of the European Union and the laws of the European Union applicable to UK Mail or its parent company.
- 19.2 The Customer and UK Mail shall comply with all applicable requirements of the Data Protection Legislation. This clause 19 is in addition to and does not relieve, remove or replace either party's obligations under the Data Protection Legislation.
- 19.3 Save for the contents of Mailing Items, where it is acknowledged that UK Mail is not the data processor with respect to such content, the parties agree that, for the purposes of the Data Protection Legislation, the Customer is the data controller and UK Mail is the data processor (as those terms are defined in the Data Protection Legislation). UK Mail's Privacy Policy, which is published at <http://www.ukmail.com/privacy-and-cookies> or is otherwise available upon request, sets out the scope, nature and purpose of processing by UK Mail, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation) and categories of data subject.
- 19.4 Without prejudice to the generality of clause 19.2, the Customer shall ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer and processing of Personal Data to UK Mail for the duration and purposes of the Customer Contract and shall indemnify and hold harmless UK Mail against any fines, losses, claims, damages, awards, costs, and expenses (including reasonable legal expenses) suffered by UK Mail arising from or in connection with any failure of the Customer of its obligations under clauses 19.2 and 19.5.
- 19.5 Without prejudice to the generality of clause 19.2, the Provider shall, in relation to any Personal Data processed in connection with the performance by the Provider of its obligations under this agreement:
- (a) process that Personal Data only on the written instructions of the Customer unless UK Mail is required by Applicable Laws to process Personal Data. Where UK Mail is relying on Applicable Laws as the basis for processing Personal Data, UK Mail shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Provider from so notifying the Customer;
- (b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
- (c) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
- (d) the Customer or UK Mail has provided appropriate safeguards in relation to the transfer;
- (e) the data subject has enforceable rights and effective legal remedies;
- (f) UK Mail complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- (g) UK Mail complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (h) assist the Customer, at the Customer's cost, in:
- (i) responding to any request from a Data Subject; and
- (ii) ensuring compliance with the Customer's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (i) notify the Customer without undue delay on becoming aware of a Personal Data breach;
- (j) at the written direction of the Customer upon the termination of the Customer Contract or on completion of the Services, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Laws to store the Personal Data; and
- (k) maintain complete and accurate records and information to demonstrate its compliance with this General Condition 8 and allow for audits by the Customer or the Customer's designated auditor.
- 19.6 The Customer consents to UK Mail appointing third party processors of Personal Data under this Agreement. UK Mail shall ensure prior to any processing taking place that it will enter into a written agreement with any third party processor so appointed incorporating terms which are substantially similar to those set out in this clause 19. As between the parties, UK Mail shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 19.6.
- 19.7 Either party may propose to replace this clause 19 with such standard contractual clauses that may be adopted or laid down by the EU Commission or relevant supervisory authority (as that term is defined by Data Protection Legislation) with respect to matters set out in Articles 28(3) and 28(4) of the GDPR.
- 19.8 If at any time the Customer wishes to revoke the consent it has given by agreeing to this Agreement or has queries relating to Data Protection, it may contact UK Mail's Information Security Manager at UK Mail Ryton, Express House, Hillman Way, Ryton-on-Dunsmore, Warwickshire CV8 3ED or by email at dataprotectionofficer@ukmail.com.