

PARCELS SCHEDULE 8

YORK HIRE

Where this Schedule forms part of your Contract with us, the following terms and conditions shall apply in addition to and (unless expressly stated otherwise) without prejudice to the terms set out in the Parcels General Terms and Conditions (and the rest of this Contract):

1 Background

- 1.1 You may use Yorks to hand over Mailing Items to our Inward Mail Centres. You have asked to hire Royal Mail Yorks from us for this purpose. This Schedule sets out the terms on which you and we agree that you may hire those Royal Mail Yorks from us.

2 Definitions and interpretation

- 2.1 Schedule 1 of your Contract explains the meaning of some words and phrases used in your Contract, including this Schedule, and sets out some rules of interpretation which also apply to this Schedule.

- 2.2 In addition, the words and phrases used specifically in this Schedule are defined in the table below:

Associate	in relation to either Party (i) any Affiliate of that Party or (ii) an agent (including a franchisee or owner-driver) of that Party engaged by that Party to fulfil its obligations under the Contract;
Excess Yorks	has the meaning set out in paragraph 6.6 of this Schedule; and
Royal Mail Yorks	Yorks that we own and hire to you in line with the terms of this Schedule, including any Excess Yorks.

3 Commencement and duration

- 3.1 The terms of this Schedule shall take effect from the Start Date, or such other date that is agreed between you and us.
- 3.2 The terms of this Schedule shall continue to have effect until the date it is terminated under this Contract or paragraph 9 of this Schedule.

4 Application process

- 4.1 If you comply with your obligations under this Contract including the User Guide and this Schedule, we will hire Royal Mail Yorks to you from time to time.
- 4.2 To hire Royal Mail Yorks from us you must complete the York Hire Application Form on each occasion that you wish to hire Royal Mail Yorks. The York Hire Application Form, which is attached as an Annex to this Schedule, tells you what information to provide and tells you where to send the York Hire Application Form.
- 4.3 Subject to paragraph 4.4 below, we will use reasonable efforts to:
- 4.3.1 respond to your application within two Working Days (excluding Saturdays) starting from the first Working Day after the day on which we receive your completed York Hire Application Form; and
- 4.3.2 make Royal Mail Yorks available for collection for you from one or more of our sites (as designated by us and not necessarily being our Inward Mail Centres) within seven Working Days (excluding Saturdays) starting on the first Working Day after the day on which we receive your completed York

Hire Application Form. For the avoidance of doubt and in respect of the Royal Mail Yorks you have asked for in your York Hire Application Form, we may at our sole discretion, make available for collection for you either York Cages, Sleeved Yorks or a combination of the two types of York containers.

- 4.4 We may decline your application to hire Royal Mail Yorks if:
- 4.4.1 we do not have Royal Mail Yorks available to meet your requirements as set out in your completed York Hire Application Form;
 - 4.4.2 you have been in breach of any of your obligations under this Contract; or
 - 4.4.3 you do not comply with paragraph 6.1 of this Schedule.

5 Your obligations

- 5.1 You shall collect and return the Royal Mail Yorks at your own expense.
- 5.2 When transporting, loading and unloading the Royal Mail Yorks, you must only use vehicles that meet our reasonable requirements regarding:
- 5.2.1 health and safety of personnel; and
 - 5.2.2 care of the Royal Mail Yorks.

We shall notify you of these requirements from time to time.

- 5.3 After you collect Royal Mail Yorks from us, you shall distribute them to your premises.
- 5.4 You:
- 5.4.1 shall only use the Royal Mail Yorks in your mail business for the purpose of transporting mail from:
 - (a) your or your Associates' premises and your customers' premises or those of their agents or sub-contractors ; and
 - (b) between any premises referred to in paragraph 5.4.1 (a) and our Inward Mail Centres;
 - 5.4.2 may move empty Royal Mail Yorks between your premises and those referred to in paragraph 5.4.1(a) to meet your reasonable operational requirements

to fulfil your obligations under the Contract. You shall ensure that the Royal Mail Yorks are not used to transport mail between any other premises or for any other purpose (including in respect of our other postal services).

- 5.5 You shall not:
- 5.5.1 create or allow the creation of any lien or charge over the Royal Mail Yorks; or
 - 5.5.2 sell, hire, lend, charge or otherwise dispose of or allow any third party to use or take possession of the Royal Mail Yorks without our prior written consent.
- 5.6 Subject to paragraph 5.4, you shall not allow any Royal Mail York to be used for mail that is to be collected, conveyed or delivered by any third party.

- 5.7 We may recover any Royal Mail Yorks that are in a third party's possession in breach of this Schedule.
- 5.8 You shall keep the Royal Mail Yorks in good condition (fair wear and tear excepted). You shall immediately report any damage to the Royal Mail Yorks to us.
- 5.9 You shall not remove any labels or markings that we or the manufacturers put on the Royal Mail Yorks. You shall not allow any other labels or markings to be put on the Royal Mail Yorks without our prior written consent.
- 5.10 Without prejudice to paragraph 8 of this Schedule, you shall keep the Royal Mail Yorks in a secure place at all times when they are not being used for the purposes set out in paragraph 5.4 of this Schedule.
- 5.11 If we introduce new designs of Royal Mail Yorks, you shall accept the Royal Mail Yorks that we provide you with whether or not they are of that new design.
- 5.12 You shall ensure that the Royal Mail Yorks are not misused. You shall ensure that you do not in any way damage our reputation in using the Royal Mail Yorks.
- 5.13 Without prejudice to any other term of your Contract, if we ask you to do so you shall promptly return at your own expense any Excess Yorks we have lent you.

6 Records

- 6.1 Each time you collect Royal Mail Yorks, you shall sign our waybill to acknowledge that you have received the number of Royal Mail Yorks stated in the Manifest. We will give you a copy of the waybill. Any error in the details shown on the waybill must be agreed with us and corrected at the time of collection.
- 6.2 You shall be treated as having received the quantity of Royal Mail Yorks as stated on the waybill, or as otherwise agreed in line with paragraph 6.1 of this Schedule.
- 6.3 When you collect the Royal Mail Yorks, you must check them and notify us of any defects. Any defects not notified within 12 hours of collection will be treated as having occurred after you collected the Royal Mail Yorks.
- 6.4 You shall let us, and any person we authorise, have access to your premises and relevant records and to the premises of any of your Associates at any time during normal working hours to check, amongst other things, the amount and condition of the Royal Mail Yorks. If you cannot produce or account for the Royal Mail Yorks in the correct amounts on that inspection, they shall be considered to have been lost while in your possession (unless our records indicate otherwise).
- 6.5 We may review the number of Royal Mail Yorks in your or your Associates' possession on a regular basis.
- 6.6 Within seven days of our request, you shall at your own expense give us an audit of all Royal Mail Yorks. If in our reasonable opinion you have an excessive number of Royal Mail Yorks (**Excess Yorks**) in relation to the number of Mailing Items you present to us, we may require you to return the Excess Yorks within two Working Days.
- 6.7 Without prejudice to any other rights we may have under the Contract, if you fail to permit inspections or fail to produce all Royal Mail Yorks supplied to you under this Contract for inspection in line with paragraph 6.4 or fail to produce an audit in line with paragraph 6.6 we may require the return of all Excess Yorks within two Working Days.
- 6.8 If we require you to return the Excess Yorks under paragraph 6.6 or 6.7, you shall return the Excess Yorks to our site that we specify. If you do not, we may terminate the terms of this Schedule in line with paragraph 9.2.

6.9 If we want to change our tracking systems across our business for Royal Mail Yorks, you shall:

6.9.1 comply with those changes; and

6.9.2 install or obtain the necessary systems and equipment and make any necessary adjustments to your premises at your own expense within our reasonable notice period.

7 Payment terms

7.1 All hire charges and any other charges due under this Schedule are displayed on the Website, as amended from time to time in line with clause 13 of the Parcels General Terms and Conditions, and are expressed as exclusive of VAT. You will pay any VAT on any such charges due under this Schedule.

7.2 On a monthly basis we shall send to you by first class post the invoice showing the total charges due from you in respect of this Schedule during the previous month. You will pay all invoices in full within 30 days of the date of the invoice. An invoice is deemed to be received on the Working Day following the date of its posting by us.

8 Loss and damage

8.1 We may recover our reasonable costs incurred in relation to all Royal Mail Yorks that are lost, stolen, damaged or destroyed while in your custody, control or possession or that of your Associates, customers or agents, or sub-contractors of your customers, however such loss, damage or destruction was caused. However, this shall not apply where that loss, damage or destruction was caused by our negligence or wilful act or that of our servants or agents.

8.2 You shall maintain insurance for your potential liability under this Schedule in an appropriate amount with a reputable insurer at your own expense. You shall give evidence of this insurance to us on our request.

9 Termination

9.1 Regardless of any other term of this Contract, either of us may terminate the terms of this Schedule by giving the other Party not less than ten days' written notice.

9.2 Regardless of any other term of this Contract, either of us may terminate the terms of this Schedule on written notice with immediate effect if the other Party commits any material or persistent breach of the terms of the Contract or this Schedule as long as, where the breach can be remedied, it has not been remedied within 30 days of the Party in breach having been notified of the breach by the other and asked to take steps to remedy the breach.

9.3 Regardless of any other term of this Contract, we may terminate the terms of this Schedule on written notice with immediate effect if:

9.3.1 you fail to pay any Postage, Surcharges, Profile Surcharges or other charges due under this Contract as they fall due; or

9.3.2 an Insolvency Event occurs.

9.4 On termination of the terms of the Contract or this Schedule and without prejudice to any other rights we may have, you shall:

9.4.1 immediately return all Royal Mail Yorks to our sites that we specify; or

9.4.2 (at our request) make the Royal Mail Yorks available for our collection on a date and at a time convenient to us. You shall allow us access to your premises for that purpose.

The terms of paragraphs 7 and 8 of this Schedule shall continue to apply despite termination of the terms of this Schedule in relation to any loss damage or destruction which is not discovered until after termination.

- 9.5 If you do not return the Royal Mail Yorks or make the Royal Mail Yorks available for collection in line with this Schedule, for any reason, we may recover our reasonable costs incurred. We may also claim directly under your insurance policy.
- 9.6 Without affecting your other obligations under the Contract or this Schedule, if a receiver, manager, liquidator, administrator or administrative receiver is appointed for you, you shall immediately tell them that the Royal Mail Yorks are our property and are not part of your assets or undertaking.
- 9.7 Termination of this Schedule by either of us (for any reason) shall not affect any rights which either of us may already have under this Schedule before the date of termination, or whether or not any obligations under the Schedule which were intended either to come into or remain in force after termination do so.

10 Ownership

- 10.1 The Royal Mail Yorks shall remain our property at all times.

11 Health and safety

- 11.1 In addition to your obligations under clause 5 of the Parcels General Terms and Conditions, you must ensure that your custody, use, management and transportation of the Royal Mail Yorks complies with all applicable health and safety legislation. You shall also ensure that when you visit any of our premises, you shall comply with:

11.1.1 our health and safety requirements, as set out in our health and safety policies;

11.1.2 our reasonable requests relating to health and safety; and

11.1.3 the requirements of the User Guide on health and safety in force from time to time

regarding the Royal Mail Yorks.

- 11.2 You shall ensure that you do not load any Royal Mail Yorks in excess of 250 kg or such other maximum weight limits that we may specify from time to time.
- 11.3 We may refuse hand over of or refuse to handle any Royal Mail Yorks weighing more than the maximum loaded weights.

12 Indemnity

- 12.1 You shall indemnify us against any liabilities, costs, proceedings or expenses (including reasonable legal expenses) suffered or reasonably incurred by us (or our employees, agents and contractors) arising from your custody, use or management of the Royal Mail Yorks (except where this arises due to our negligent act or omission).
- 12.2 This indemnity at paragraph 12.1 shall include but is not limited to any liabilities, costs, proceedings or expenses (including reasonable legal expenses) suffered or reasonably incurred by us (or our employees, agents and contractors) arising from any negligent or wrongful act or omission or any breach of statutory duty by you, your Associates, customers or agents, or sub-contractors of your customers in the custody, use or management of the Royal Mail Yorks or any breach by you of your obligations under this Schedule or this Contract.

13 Warranties

- 13.1 All terms, conditions and warranties implied by statute or at law with regard to the Royal Mail Yorks are hereby excluded.

14 Intellectual Property Rights

- 14.1 You acknowledge our ownership and proprietary rights in the Intellectual Property Rights in the Royal Mail Yorks and agree and acknowledge that you shall not:
 - 14.1.1 obtain any rights in the Intellectual Property Rights in the Royal Mail Yorks, except as expressly granted under this Schedule; or
 - 14.1.2 register or attempt to register any of the Intellectual Property Rights in the Royal Mail Yorks in any jurisdiction.

ANNEX

York Hire Application Form

You have entered into a York Hire Schedule as part of your Contract. This application form is to be completed by you each time that you wish to hire some Royal Mail Yorks from us. On completion, this application form can be sent by email to DSACC@royalmail.com.

CUSTOMER NAME	
CUSTOMER ACCOUNT NO	
SPECIFY NUMBER OF ROYAL MAIL YORKS REQUIRED	
SPECIFY UK REGION WHERE YOU CAN COLLECT	
SPECIFY DURATION OF HIRE (i.e. number of calendar days)	
YORK HIRE FEE	The fee, as detailed on the pricing page of the Website, is per York per day (days are calendar days and are from date of collection and include date of return)
TOTAL YORK HIRE CHARGES	

Customer Statement: I acknowledge that any York that Royal Mail supplies to me under the terms of this Schedule 8 of the Contract remains the property and ownership of Royal Mail at all times. Where I accept and use Royal Mail Yorks, I understand and acknowledge that it is in line with the terms and conditions of the Contract including Schedule 8.

Name:

Signature:

Title:

Date:

DSACC will respond to your application form within 2 Working Days after the date of receipt of this form.