

# Royal Mail Group First Time User Incentive



## Royal Mail Group First Time User Incentive Incentive Terms

### Background

- (A) The Royal Mail Group First Time User Incentive (the **Incentive**) will award Postage Credits to a posting customer who has not advertised its products or services using mail before or at least not in the past twenty-four (24) months.
- (B) We will award Postage Credits for Eligible Mail posted under the terms of this Incentive in accordance with the applicable Eligible Services and Postage Credit Rates Document set out on the Incentive Website.

1. **Definitions.** Capitalised terms/expressions used in these Incentive Terms will have the meaning given to them in the Framework Terms, if they are not defined elsewhere in these Incentive Terms. The following expression shall have the following meaning:
  - (a) **"Eligible Services and Postage Credit Rates Document"** means the document as published on the Incentive Website from time to time setting out information relevant to this Incentive such as Eligible Services, the application period, the credit value(s) applicable to this Incentive and, where applicable, the cap applicable to the Postage Credit(s) which may be obtained and the first and last posting dates under this Incentive; and
  - (b) **"Incentive Website"** means the website which sets out further details of this Incentive at (a) [www.royalmail.com](http://www.royalmail.com) or (b) if you post Eligible Mail through an access operator or mailing agent, [www.royalmailwholesale.com/first-time-user](http://www.royalmailwholesale.com/first-time-user).
2. **Incentive Postings:** Subject to the Framework Terms and the other terms below, we will award you Postage Credits for the FTU Eligible Campaigns you do during the Incentive Period. **"FTU Eligible Campaign"** means an individual or series of advertising mail messages that share a single idea, offer or promotion which:
  - (a) comprise Eligible Items posted by you using the Eligible Services (and which are made in accordance with the relevant terms and conditions for such services);
  - (b) has a minimum posting volume of either: (a) 4,000 Eligible Items which qualify as Advertising Mail; or (b) 10,000 Eligible Items which qualify as Partially Addressed Mail; and
  - (c) has only UK delivery addresses.
3. **Eligible Items:** An Eligible Item means an item of Eligible Mail that is not a postcard, unless such postcard meets the specification requirements set out in our Machinable Postcard and One-Piece Mailer for Incentives Guide (available on the Incentive Website).
4. **Eligibility Criteria:** You have not advertised using mail with Royal Mail or any third party for at least twenty four (24) months before the date of this application.
5. **Postage Credit Cap:**
  - 5.1 The volume cap applicable for Postage Credits under this Incentive shall be the volume cap set out in the Eligible Services and Postage Credit Rates Document set out on the Incentive Website (the **"Postage Cap"**).
  - 5.2 You will not be entitled to Postage Credits on any Eligible Items in excess of the Postage Cap.
6. **Eligible Services:** The services noted as 'Eligible Services' for this Incentive at (a) [www.royalmail.com](http://www.royalmail.com) or (b) if you post Eligible Mail through an access operator or mailing agent, [www.royalmailwholesale.com/first-time-user](http://www.royalmailwholesale.com/first-time-user), from time to time and in each case posted either with: (a) Royal Mail (whether directly or through a mailing agent and/or an access operator); and/or (b) a Direct Delivery Provider.
- 6A. **Eligible Services and Regulatory Reform:** Any Eligible Services described as "Access STD" in the Eligible Services and Postage Credit Rates Document shall mean (1) (from the Start Date and up to, but not including, the Variation Date) services for Eligible Mail posted through an access operator or mailing agent whereby we aim to deliver the Eligible Mail to the Service Standard, as such term is defined in the Access Letters Contract (which can be found at <https://www.royalmailwholesale.com/access-letters>); and (2) (with effect from the Variation Date) services for Eligible Mail posted through an access operator or mailing agent whereby we aim to deliver the Eligible Mail to the D+3 Service Standard. For the avoidance of doubt, services for which we aim to deliver the mailing items to the Service Standard shall no longer qualify as an Eligible Service from the Variation Date. For the purposes of this clause, "Variation Date" and "D+3 Service Standard" shall have the meanings given to them in Access Letters Contract Change Notice 114 (which can be found at <https://www.royalmailwholesale.com/access-letters>).

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- 7. Application Period:** Only completed application forms we receive within the application period set out in the Eligible Services and Postage Credit Rates Document shall be considered for participation in this Incentive.
- 8. Incentive Period:** The 12 month period starting from the Start Date given in your approved application form.
- 9. Changes to volumes:** If, after we have approved your application form, you wish to change your Expected Volume, such change must be agreed with us, otherwise, it will not apply.
- 10. Postage Credit Rates:** The applicable Postage Credit Rates for this Incentive can be found on the Incentive Website. We will tell you if we change the Postage Credit Rates on 30 (thirty) Working Days' notice.
- 11. Confirmation and Calculation of Postage Credits:**
  - 11.1. At the end of each Royal Mail Financial Period we will review and confirm your entitlement to the Postage Credits, by way of an email confirmation. We will do this by checking the total volume of Eligible Items that you posted as part of FTU Eligible Campaigns during the relevant Royal Mail Financial Period. We will calculate the amount of any Postage Credits to be awarded by applying the relevant Postage Credit Rate to the Eligible Items you post as part of FTU Eligible Campaigns during the relevant Royal Mail Financial Period, subject to the Postage Cap. **"Royal Mail Financial Period"** means each of the periods as specified in the 'First Time User Incentive eligible services and postage credits' document (available on the Incentive Website).
  - 11.2. If, as a result of the review exercise referred to in paragraph 11.1, we determine that you have earned Postage Credits during a Royal Mail Financial Period, then we shall notify you of the value of any Postage Credits due within 10 Working Days of the end of the relevant Royal Mail Financial Period. Our decision on the amount of your Postage Credit award is final. This provision shall supersede clause 4.4 of the Framework Terms.
  - 11.3. For the avoidance of doubt, you do not need to complete a Postage Credit Application Form in order to validate your Postage Credits entitlement. Clauses 4.1 and 4.2 of the Framework Terms do not apply to this Incentive.
  - 11.4. Any Postage Credits that we give you under this Incentive will be provided to you either:
    - (a) in the form of a Postage Credit Voucher which you can use in full or part payment of your UK mailings for which the Postage Credits are awarded or your future UK mailings posted with us or a Mail Services Provider participating in the Scheme;
    - (b) as a credit to your Royal Mail credit account (if you instruct us to do so in your approved application form) which you can use in full or part payment of your UK mailings for which the Postage Credits are awarded or your future UK mailings posted with us; or
    - (c) subject to clause 4.7C and 4.7D of the Framework Terms, if you do not have a Royal Mail credit account (or we, acting in our absolute discretion, otherwise agree), as a credit to the Royal Mail credit account of your nominated Mail Services Provider (as instructed by you in your approved application form) which you can use in full or part payment of your UK mailings for which the Postage Credits are awarded or your future UK mailings posted with us or a Mail Services Provider participating in the Scheme, in which case clause 4.7A and 4.7B of the Framework Terms shall apply.

This provision shall supersede clause 4.7 of the Framework Terms.
- 12. Liability:** In addition to (and without affecting) the Framework Terms, to the maximum extent permitted by law, our liability to you under or in connection with this Incentive will be limited to £10,000.