



DATE OF AGREEMENT: [INSERT DATE]

ROYAL MAIL GROUP

POSTAGE CREDIT REDEMPTION AND REIMBURSEMENT AGREEMENT

This Postage Credit Redemption and Reimbursement Agreement (this **Agreement**) is by and between:

Royal Mail Group Limited, a company registered in England and Wales (Registered Number 04138203) with its registered address at 100 Victoria Embankment, London EC4Y 0HQ (**we** or **us**); and

[YOUR COMPANY NAME], a company registered in [] (Registered Number []) with its registered address at [] (**you**).

You and we are sometimes collectively referred to in this Agreement as the **Parties** and individually referred to as a **Party**.

BACKGROUND

- (A) You offer UK Postal Letter Services to Participating Customers.
- (B) You wish to accept the Postage Credits from Participating Customers, and we wish to reimburse you the value of those Postage Credits, each on the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1 Definitions and interpretation

- 1.1 When used in this Agreement, each of the following words and expressions has the meaning which is given to it in this clause 1.1:

Access Contract means the Access Letters Contract as published at www.royalmailwholesale.com from time to time;

Confidential Information means all information of a confidential nature (including, without limitation, details of mailing profiles and security processes in respect of Mailing Items) which is disclosed by you or us to the other or by a Participating Customer to us for the purposes of an Incentive: (a) before or after the date of this Agreement; and (b) which relates to the subject matter of this Agreement and/or an Incentive. This disclosure may be made in writing, orally or by any other means, directly or indirectly;

Contact Person means the person you nominate in writing as the person whom we should contact in respect of this Agreement;

Credit Account means your nominated Royal Mail postage account or, in the absence of such an account, your nominated bank account as set out in the Redemption Form;

Credit Value has the meaning given to it in paragraph 4.3 of this Agreement;

Incentive means an incentive under which we offer Postage Credits from time to time;

Letter means a mailing item, the dimensions of which meet the following specifications:

- Maximum size 240mm x 165mm
- Minimum size is 100mm x 70mm
- Maximum thickness 5mm
- Maximum weight 100g;

Large Letter means a mailing item which is not a Letter and the dimensions of which meet the following specifications:

- Maximum size 353mm x 250mm
- Maximum thickness 25mm
- Maximum weight 750g;

Mailing Agent means a company (i) that posts Mailing Items to us through you on behalf of a Participating Customer; and (ii) which is responsible for invoicing the Participating Customer for the full postage amount for the provision of those UK Postal Letter Services;

Mailing Item means a Letter or Large Letter;

Participating Customer means any customer for whom you provide UK Postal Services (either directly or via a Mailing Agent) and whom obtains Postage Credits from time to time;

Postage Credit means a Royal Mail generated postage credit which may be used by a Participating Customer in full or part payment of future UK Postal Letter Services;

Postage Credit Voucher means a posting certificate in the value of Postage Credits, which contains a unique Royal Mail voucher code;

Redemption Form means a voucher and redemption form in the form substantially set out at www.royalmailwholesale.com/promotions , fully and accurately completed by (i) a Participating Customer or its Mailing Agent (as applicable); and (ii) you, which sets out the details of the Postage Credits being redeemed;

Reference/UCID/SCID number means, if relevant, the unique, identifying number assigned to a Participating Customer by you or a Mailing Agent, and the Mailmark Supply Chain ID (SCID) assigned by us to the Supply Chain of the Participating Customer, that is used by us to identify Mailing Items posted by that Participating Customer;

UK Postal Letter Service means the services provided to a Participating Customer for the posting of addressed Letters and Large Letters to UK addresses; 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.

2 Commencement and term

- 2.1 This Agreement shall take effect from the date of signature or such other date that is agreed between you and us in writing.
- 2.2 Unless terminated earlier in accordance with clause 5, this Agreement shall continue until either of us gives the other at least 30 Working Days' written notice that it wishes to terminate this Agreement.

3 Participation and Information

- 3.1 We will provide you with reasonable written notice of each Incentive that we may offer to Participating Customers from time to time and, subject to clause 3.2, the Incentive will be open for applications automatically at the end of its relevant notice period.

- 3.2 If, within five (5) Working Days of receiving notice of an Incentive under clause 3.1 (**Our Notice**):

3.2.1 you; or

3.2.2 any other person with whom we have entered into a postage credit redemption and reimbursement agreement,

gives us written notice that you (or they) consider (acting reasonably) that Our Notice is too short (a **Reasonable Objection**), then we will promptly withdraw Our Notice and replace it with 70 days' notice, in which case the Incentive will be open for applications automatically at the end of this 70-day notice period.

- 3.3 You confirm that, where you have an Access Contract with us, the notice provisions referred to under clauses 3.1 and 3.2:

3.3.1 have been individually negotiated and agreed between you and us; and

3.3.2 supersedes and replaces the notice requirements referred to in clause 13.2.5 of your Access Contract.

- 3.4 You agree to provide to us, or to allow a Participating Customer to provide to us, all information (including all relevant Reference/UCID/SCID numbers) which we require for the efficient and effective operation of each Incentive offered from time to time.

- 3.5 Each Party agrees that it will hold in confidence all Confidential Information that it receives either from the other Party or from a Participating Customer in connection with an Incentive. Each Party further agrees that it will only disclose such Confidential Information to its directors, officers, employees, agents, representatives, consultants and contractors who (a) are not prohibited by applicable law from receiving such Confidential Information and (b) need to know such Confidential Information in order to perform obligations in connection with any Incentive and/or this Agreement.

4 Postage Credits and Reimbursement

4.1 The Postage Credits that are awarded by us to a Participating Customer will be provided to the Participating Customer in the form of Postage Credit Vouchers. Each Postage Credit Voucher shall be valid for a period of 12 months from the date stated on it.

4.2 You agree that each Participating Customer who receives a Postage Credit Voucher may use it in full or part payment of an invoice from you in respect of the provision of UK Postal Letter Services by you to it. Accordingly, you agree that, if a Participating Customer or a Mailing Agent acting on behalf of a Participating Customer (where applicable) delivers to you a fully and accurately completed Redemption Form which contains a Postage Credit Voucher code, you will:

4.2.1 complete those sections of the Redemption Form which are marked for you to complete and email the Redemption Form to us at the email address stated in the form (and provide the information which the Redemption Form requires you to provide to us); and

4.2.2 subject to clause 4.3, give effect to the Postage Credits as follows:

(a) where the Participating Customer (or Mailing Agent as applicable) has an account with you, by crediting that account with the relevant value of the Postage Credit Voucher (as set out in clause 4.3 below) (**Credit Value**); or

(b) where the Participating Customer (or Mailing Agent as applicable) does not have an account with you, by accepting the Credit Value in full or part payment of the invoice against which the applicable Postage Credit is presented.

4.3 We will check the validity of Postage Credit Voucher codes in a given Redemption Form within two (2) Working Days of receiving the relevant form from you (**Validation Period**). You agree that you will only give effect to Postage Credits claimed in a Redemption Form:

4.3.1 after the Validation Period has ended; and

4.3.2 provided that we have not, during the Validation Period, notified you of an issue with any of the Postage Credit Voucher codes,

and, if we have notified you of an issue with any of the Postage Credit Voucher codes within their applicable Validation Period, then you will not give effect to the affected Postage Credits and will work with us to investigate and resolve the issue with the Participating Customer.

4.4 You agree that the Credit Value that you will apply pursuant to clause 4.2.2 above shall be the lesser of:

4.4.1 the total face value of the Postage Credit(s) stated in such Redemption Form; and

4.4.2 the total postage value stated in the invoice against which the Postage Credit(s) are presented.

4.5 After you have taken the actions described in clause 4.2 and within ten (10) Working Days on receipt from you of an electronic, fully completed Redemption Form, we will, subject to clause

4.6, credit to your Credit Account a sum equal to the Credit Value that you credited to the Participating Customer pursuant to clause 4.2 in respect of such completed Redemption Form.

4.6 You agree that you are responsible for:

4.6.1 any errors or omissions you make in crediting Participating Customers with Credit Value(s) pursuant to clause 4.2; and

4.6.2 any Credit Value(s) you credit to Participating Customers before the end of their relevant Validation Period pursuant to clause 4.3,

and you agree that we will not be liable to credit to you any sum which:

(a) exceeds the correct Credit Value amount that you should have credited to a Participating Customer in accordance with the terms of this Agreement; or

(b) relates to any invalid (including any fraudulent) Postage Credits Voucher codes that you credit to Participating Customers before the end of their applicable Validation Period.

4.7 If on redemption of one or more Postage Credit Vouchers, the postage value of the mailing is less than the value of the Postage Credit Voucher(s) presented, any remaining value of the Postage Credit Voucher(s) will be cancelled and will not be redeemable at any other time. We will not credit to you any sum which comprises such cancelled Postage Credit Voucher even if you have credited the same to a Participating Customer.

5 Termination and consequences of termination

5.1 Either of us may terminate this Agreement on written notice to the other (the **Default Party**) with immediate effect if:

5.1.1 the Default Party commits any material or persistent breach of the terms of this Agreement which, if the breach is of a type that can be remedied and has not been remedied within 30 days of the Default Party having been notified of the breach; or

5.1.2 the Default Party becomes insolvent or is otherwise unable to pay its debts as they fall due.

5.2 To the extent permitted by applicable law or regulations, termination of this Agreement by either of us shall not affect:

5.2.1 any rights, remedies, obligations or liabilities that either of us that have accrued up to the date of such termination; and

5.2.2 our respective obligations pursuant to clause 4 to redeem and credit Credit Value in respect of unexpired Postage Credit Vouchers earned by Participating Customers prior to the date of termination.

6 Changes

6.1 We may change this Agreement by providing you with at least 45 Working Days' written notice of the change.

7 Liability

7.1 Nothing in this Agreement shall limit or exclude our respective liability for:

7.1.1 death or personal injury caused by our respective negligence;

7.1.2 our respective fraud or fraudulent misrepresentation; or

7.1.3 any other liability which cannot be limited or excluded by applicable law.

7.2 Subject to clause 7.1, neither you nor we shall be liable to the other, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for: (i) any consequential loss; or (ii) any loss of profit or anticipated savings, that arises under or in connection with this Agreement.

7.3 Subject to clause 7.1, our total aggregate liability to you arising out of or in connection with this Agreement shall in no event exceed £100,000. Each of us shall take all reasonable steps to restrict or mitigate all losses, costs, expenses, damages and/or liabilities that it may suffer or incur under or in connection with this Agreement.

8 General

8.1 **Force Majeure:** If we are prevented or delayed from performing an obligation under this Agreement as a result of circumstances outside of our control, we will be released from that obligation and will not be liable for such failure or delay, or for any consequences of the same.

8.2 **Waiver:** A waiver of any right or remedy under this Agreement or by law shall only be effective if given in writing. Any failure by you or us to enforce or to exercise (at any time or for any period) any term of or right under this Agreement shall not (a) constitute a waiver of that term or right; or (b) affect that Party's right to enforce or exercise that term or right later.

8.3 **Entire Agreement:** This Agreement (and the documents referred to in it) set out the entire agreement between you and us in relation to the subject matter of this Agreement. There are no terms or obligations which are binding on you or us in addition to those contained or referred to in this Agreement (and the documents referred to in it) which relate to the subject matter of this Agreement. Nothing in this clause, however, limits or excludes liability for personal injury, death, fraud or fraudulent misrepresentation.

8.4 **Governing Law:** This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. You and we submit to the exclusive jurisdiction of the courts of England to settle any dispute or claim that arises out of or in connection with the same.

8.5 **Rights of Third Parties:** Nothing in this Agreement is intended to confer any benefit or any right on any person who is not a party to this Agreement to enforce any term of it which that person

would not have had the right to enforce but for the Contracts (Rights of Third Parties) Act 1999.

8.6 **Invalidity:** If any clause or part of a clause of this Agreement is found or held to be invalid, illegal or unenforceable, then that invalidity, illegality or unenforceability shall not affect the other parts of those clauses or the other clauses of this Agreement.

8.7 **Compliance with Law or Regulatory Requirement:** Subject to clause 5.2 of this Agreement, if this Agreement or any part of it puts or would put either of us in breach of any law or regulatory requirement, then both of us shall use our reasonable efforts to change the relevant terms of this Agreement so that it does comply with that law or regulatory requirement.

8.8 **Assignment:** Neither of us may assign the benefit of this Agreement.

8.9 **Agency or Partnership:** Nothing in this Agreement is intended to, nor shall be deemed to, establish any partnership or joint venture between us, nor authorise either of us to make, or enter into, any commitments for or on behalf of the other.

8.10 **Notices**

8.10.1 All notices and other communications to be served on or given to either you or us under this Agreement shall be given in writing and sent by email, in your case to your Contact Person and in our case to groupincentive@royalmail.com (or to such other email address as is notified by one Party to the other from time to time).

8.10.2 A notice is classed as having been given when received at the email address it was sent to (if an out of office message is received the notice is classed as having been received) unless the time you or we receive the notice is after 5pm on any Working Day in which case we shall class the notice as having been received at 9am on the next Working Day.

8.10.3 Notices sent by email and for which the sender has received an automatic reply that the email was undeliverable are classed as not having been sent.

IN WITNESS WHEREOF, you and we have executed this Agreement.

Signed by [insert name of signatory] duly authorised for and on behalf of Royal Mail Group Limited	
Signed by [insert name of signatory] duly authorised for and on behalf of [YOUR COMPANY NAME]	