

Agency Customer Contract

This document sets out the terms and conditions that apply if you are accepted as an Agency Customer. Please read these terms and conditions carefully. By completing and submitting your Agency Customer application, you will be accepting these terms and conditions and they will form a legally binding contract with us if we approve your Agency Customer Application Form.

1 Definitions and interpretation

- 1.1 In these terms and conditions the following words have the following meanings:

Agent means the company or other legal entity who is identified in section 2 of your Agency Customer Application Form;

Agent Access Contract means the Access Letters Contract that we have with your Agent, which allows your Agent to post mail on behalf of other parties;

us means Royal Mail Group Limited, a company registered in England and Wales (number 04138203) with its registered office at 185 Farringdon Road, London, EC1A 1AA;

you means the company or other legal entity whose details are entered into section 1 of your Agency Customer Application Form, and **your** shall be read accordingly.

- 1.2 Any words or expressions which are not defined in these terms and conditions, but have an initial capital letter, shall have the meanings given to them in the Agent Access Contract, a copy of which your Agent must give to you before you are allowed to submit your Agency Customer Application Form.
- 1.3 All of the rules about how to interpret the Agent Access Contract shall apply to these terms and conditions.

2 Coming into Effect

- 2.1 These terms and conditions shall take effect, and form a legally binding contract with us on the date on which we notify you that we have approved your Agency Customer Application Form. From such date you become an Agency Customer for all purposes under the Agent Access Contract. You shall be entitled to use the Services on and from the start date that we specify in our approval notification to you (**Agency Customer Access Start Date**).

3 Eligibility criteria for an Agency Customer

- 3.1 You must spend more than £5,500 on Services under this contract in each Agency Customer Contract Year for each of the Credit Accounts that you have with us.
- 3.2 Unless we permit otherwise (at our discretion), you confirm that you are exempt, or partially exempt, from VAT in line with UK legislation. If you cease to be exempt or partially exempt from VAT you must notify us as soon as practicable.

4 Changes

- 4.1 We and your Agent may make changes to the Agent Access Contract and this contract in line with the terms of the Agent Access Contract. Your Agent will inform you of any changes, including changes to Access Charges or any other charges.

5 Termination

5.1 We may terminate this contract by giving written notice to you (and the termination shall be effective immediately) if an insolvency event occurs. An insolvency event is any of the following events (or any event analogous to any of the following in a jurisdiction other than England and Wales):

- (a) an administrator or a receiver (including any administrative receiver or manager) is appointed over the whole or any part of your assets;
- (b) you have an order made or a resolution passed for the winding-up of your company or business or the appointment of a provisional liquidator (except in the case of a bona fide scheme of solvent amalgamation or reconstruction);
- (c) you have an application for an administration order presented in respect of you or documents are filed with court for the appointment of an administrator or notice of intention to appoint an administrator has been given by you, one of your directors or members or by a qualifying floating chargeholder in respect of you (as defined in paragraph 14 Schedule B1 Insolvency Act 1986);
- (d) circumstances arise which entitle a court or a creditor to appoint a receiver or manager or entitle the court to appoint an administrator or make a winding-up order in relation to your business or company;
- (e) if you have made any composition with your creditors generally;
- (f) a creditor or encumbrancer of yours attacks or takes possession of the whole or any part of your assets;
- (g) a distress, execution, sequestration, or other such process is levied or enforced on or sued against the whole or any part of your assets which (in our reasonable opinion) puts your ability to fulfil your obligations to us at risk, and where such attachment or process is not discharged within 10 Working Days;
- (h) if you:
 - (i) suspend, or threaten to suspend, payment of your debts;
 - (ii) are unable to pay your debts as they fall due;
 - (iii) admit inability to pay your debts;
 - (iv) are deemed unable to pay your debts within the meaning of Section 123 of the Insolvency Act 1986; or
- (i) if you suspend or cease to carry on all or a substantial part of your business.

5.2 We may terminate this contract by giving you written notice (and the termination shall be effective immediately) if:

- (a) (except for payments by cheque or direct debit):
 - (i) you fail to pay any Access Charges, Adjustments or any other charges due under this contract or the Agent Access Contract within 30 days of the date of our invoice; and

- (ii) we have given you notice that we intend to terminate this contract and have given you 7 days to pay;
 - (b) your cheque or direct debit payment is dishonoured or refused by your bank and you do not make payment within 7 days of us notifying you that that is the case;
 - (c) you use the Services in a way which breaks any law that applies;
 - (d) you use the Services fraudulently or in connection with any criminal offence; or
 - (e) you 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.
- 5.3 We may terminate this contract by giving you at least 30 days' written notice if you do not spend, in each Agency Customer Contract Year, at least £5,500 on Services under this contract.
- 5.4 We may terminate this contract if you cease to be exempt or partially exempt from VAT in line with UK legislation, by giving you 30 days' written notice at any time after you cease to be exempt or partially exempt from VAT.
- 5.5 We may terminate the Agent Access Contract or its Schedule 7 in line with the terms of the Agent Access Contract or its Schedule 7. This contract shall cease to have effect immediately on termination of the Agent Access Contract or its Schedule 7.
- 5.6 This contract shall automatically terminate with immediate effect in the circumstances set out in clause 10.3.
- 5.7 We may terminate this contract at any time by giving you not less than 12 months' written notice.
- 5.8 You may terminate this contract at any time by giving us not less than 28 day's written notice.
- 5.9 Upon termination of this contract or the Agent Access Contract or its Schedule 7, this contract and the Agent Access Contract and its Schedule 7 shall cease to have effect in relation to you immediately. However, such termination (for whatever reason) shall not affect any rights which either of us may already have under this contract, the Agent Access Contract or its Schedule 7 before the date of termination, or whether or not any obligations under this contract, the Agent Access Contract or its Schedule 7 which were intended to come into or remain in force after termination (including any confidentiality terms) do so.
- 5.10 All termination notices served under this clause 5 shall be served simultaneously on the Agent by the party serving the notice, in line with the terms of clause 13.4.

6 Application of Agent Access Contract to you

- 6.1 You agree that on and from the Agency Customer Access Start Date you shall be bound by, and shall comply with, the terms of the Agent Access Contract. This includes the terms of Schedules 1 (Definitions and Interpretation), 2 (Service Standard and General Service Obligations), 3 (Price Plans), 7 (Agency Terms) and the User Guide of the Agent Access Contract.
- 6.2 Your Agent will hand over your Mailing Items to us under their Agent Access Contract and this contract. You may not hand over Mailing Items to us directly.

7 Providing Services

- 7.1 In consideration of you complying with the terms of this contract, we will provide the Services in respect of your Mailing Items to your Agent on your behalf throughout this contract in line with the terms of the Agent Access Contract and this contract.

8 Payment Terms

- 8.1 Payment for the Services that you use under the Agent Access Contract and this contract should be made in line with the terms of the Agent Access Contract (including clause 11 of the General Access Terms and Conditions, Schedules 3 (Price Plans) and 7 (Agency Terms) and the User Guide) and this contract.
- 8.2 You shall be liable for payment of any invoice that you are responsible for paying under paragraphs **Error! Reference source not found.** and **Error! Reference source not found.** of Schedule 7 (Agency Terms) of the Agent Access Contract (an **Invoice**). These Invoices must be paid in line with the terms of the Agent Access Contract and this contract.
- 8.3 If there is a dispute over any Invoice, you shall pay the invoiced amount in full in line with the payment terms of the Agent Access Contract and this contract, pending the dispute being resolved. If the dispute is resolved in your favour:
- (a) we shall make any adjustment due immediately upon the dispute being resolved; and
 - (b) you may charge us daily interest on that part of the amount of payment that was in dispute and resolved in your favour. Interest will be calculated for the period commencing on the date of payment of the amount by you and ending on the date of repayment of the amount by us at an annual rate equal to 4 per cent above the Bank of England base lending rate as is current from time to time.
- 8.4 You shall operate a credit account with us. We will give your Agent an account number for your credit account as soon as reasonably practicable but in any event before the Agency Customer Access Start Date.
- 8.5 Neither you nor your Agent on your behalf may post until your Agent has received the account number for your credit account and we have activated it.
- 8.6 You must comply with any credit limit placed on your credit account and with all other conditions relating to your credit account.
- 8.7 If you are no longer eligible for a credit account, neither you nor your Agent on your behalf may post until your credit account has been reinstated. You acknowledge that additional terms and conditions may be applied to your credit account before it is reinstated.
- 8.8 We will make available to you weekly Invoices. The Invoices will show the total charges you owe for the Services that you have used under the Agent Access Contract and this contract during the previous 7 days.
- 8.9 You shall pay all Invoices in full within 30 days of the date of the Invoice, or within such other payment terms that we have set for your credit account.
- 8.10 All Access Charges, Adjustments and other charges are expressed as exclusive of VAT. You shall pay any VAT payable on Access Charges, Adjustments and other charges due for Services used by you under this contract or the Agent Access Contract.

- 8.11 If you fail to make any payment by the date when payment is due then, regardless of any other right or remedy we may have, we may:
- (a) (provided we have given you 7 days' notice of our intention to do so) immediately suspend the performance or further performance of our obligations under the Agent Access Contract or this contract, without liability to you or your Agent; and
 - (b) charge daily interest on all amounts not paid until payment is received in full. That interest will be calculated at an annual rate equal to 8 per cent above the Bank of England base lending rate that is current from time to time.

9 Intellectual Property Rights, Indicum and Royal Mail Access Indicator

- 9.1 You understand and agree to comply with the terms of the Agent Access Contract on which the Royal Mail Access Indicator and your Agent's Customer Access Indicator may be used on all Mailing Items handed over to us by your Agent on your behalf.
- 9.2 All Intellectual Property Rights in the Royal Mail Access Indicator are and shall remain our sole and exclusive property.
- 9.3 You may not use the Royal Mail Access Indicator other than as required to meet your obligations under this contract or the Agent Access Contract.

10 Appointment of Agent

- 10.1 You formally appoint the Agent to act as your agent for Mailing Items that you wish to post with us under the Agent Access Contract and this contract.
- 10.2 Your Agent is authorised to negotiate and agree on your behalf the terms of this contract and about your liability to us for Access Charges, Adjustments and all other charges under the Agent Access Contract.
- 10.3 If the Agent's appointment is terminated, this contract shall terminate immediately.
- 10.4 Without affecting your obligations and liabilities under this contract or the Agent Access Contract, you require that we deal with the Agent as your agent in all matters relating to your Mailing Items. This includes:
- (a) meeting all the presentation requirements;
 - (b) handover of Mailing Items to us;
 - (c) confirming the number, weight and format of Mailing Items for each service; and
 - (d) (if you require) receiving invoices and making payment on your behalf.
- 10.5 The Agent shall act as the day to day contact with us regarding your Mailing Items. Subject to the terms of clause 13.4, the Agent's contact details for such day to day contact shall be the contact details for the Agent's Operational Contact set out in the Agent Access Contract, as amended from time to time in line with the Agent Access Contract.

11 Liability

- 11.1 Unless expressly set out in this contract, we shall have no greater duty, obligation or liability to you than we do to your Agent under the Agent Access Contract.

12 Assignment

- 12.1 We may assign any of your payment obligations under this contract without your consent. We may assign the benefit of the contract for any other purpose with your prior consent, which may not be unreasonably withheld.
- 12.2 You may assign the benefit of this Contract with our prior written consent, which may not be unreasonably withheld.

13 Notices

- 13.1 All notices and other communications (excluding Invoices) to be served on or given to either party under this contract shall be given in writing and sent by:

- (a) a form of delivery in which delivery must be signed for and recorded by the deliverer, to you at your contact addresses you specify in section 1 of your Agency Customer Application Form and to us at our registered address at 185 Farringdon Road, London, EC1A 1AA; or
- (b) email to you at the email address you specify in section 1 of your Agency Customer Application Form and to us either:
 - (i) if you are notifying us to terminate this contract, at agencycustomer@royalmail.com; or
 - (ii) if you are notifying us for any other purpose, at tim.cable@royalmai.com or such other postal address or email address as are notified by one of us to the other.

- 13.2 Notices shall be marked for the attention of:

- (a) in your case the contact name specified in section 2 of your Agency Customer Application Form; and
- (b) in our case Tim Cable, Royal Mail Wholesale.

- 13.3 A notice is classed as having been given:

- (a) if sent by recorded delivery, at the time of delivery; or
- (b) if sent by email, when received at the place it was sent to (and in the case of email 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.

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

- 13.4 All notices served under this contract shall be served simultaneously on the Agent by the party serving the notice. The Agent's contact details for notices shall be the contact details for the Agent's Commercial Contact set out in the Agent Access Contract, as amended from time to time in line with the Agent Access Contract. Notice to the Agent shall be given in the same manner set out in this clause 13.

14 Law and disputes

- 14.1 This contract is deemed to have been made in England and is subject to the laws of England. You and we agree to submit to the exclusive jurisdiction of the courts of England.