

Please retain for your reference

Terms and Conditions for the Royal Mail Business Redirection Service

IMPORTANT

These terms and conditions, together with the Business Redirection application form, govern our Business Redirection service. Please read these terms and conditions carefully before you make an application for a Redirection.

Your attention is drawn to clause 10 of these terms and conditions, which sets out the limits to our liability in connection with our Redirection service.

Delivery times are not guaranteed under our Redirection service.

1 Definitions

- 1.1 The words defined in the form, and those set out below, apply to these terms and conditions (terms) unless the context otherwise requires:

agreement means an agreement on the terms of the form and these terms;

applicant means the individual(s) who make(s) an application on your behalf (who, in the case of a sole trader, may be the same as you);

application means the application made for a Redirection by completing the form and paying the required charge;

form means the form for requesting a Redirection and available from www.royalmail.com/redirection Post Office branches or requested from our Customer Services team;

lead redirectee means the person or organisation first listed in the "Details of organisation or sole trader" section of the form;

new address means the address to which mail is to be redirected, as detailed in the application;

old address means the address in the United Kingdom from which mail is to be redirected, as detailed in the application;

Redirection means our service described in these terms where mail is redirected from the old address to the new address;

Redirection term means the length of time for which we are asked to provide a Redirection, as stated in the application (being up to 3 months, 3 to 6 months or 6 to 12 months, unless specified otherwise in the application), together with any renewal made under clause 7;

we, us, our and **ours** means Royal Mail Group Limited, a company registered in England and Wales (company number: 4138203) whose

registered office is at 100 Victoria Embankment, London EC4Y 0HQ; the Royal Mail Group VAT registration number is GB243170002;

working day means any day other than Saturday or Sunday or any bank holiday or other national holiday; and

you and your means each person or organisation with whom we enter into an agreement, as specified in clauses 2.1 and 2.2.

2 The application and our agreement

- 2.1 Except as specified in clause 2.2, we enter into this agreement with each person or organisation (including the lead redirectee) that makes the application, as detailed in the "Details of organisation or sole trader" section of the form.
- 2.2 Where an application is made in accordance with clauses 3.1 or 3.2 that relates to business mail of a sole trader we enter into this agreement with:
- 2.2.1 the applicant in respect of the mail of a deceased person; or
- 2.2.2 the donor of the relevant Power of Attorney.
- 2.3 We will not set up a Redirection unless we are satisfied as to the applicant's identity and authority to make the application on your behalf. A list of the items we will accept as evidence of these requirements is listed on the form. If an applicant applies for a Redirection for more than 1 person or organisation on the same form, they must include evidence of their identity and authority to do so for each of those persons or organisations. If we receive objections to your application, we are obliged to investigate the matter. Whilst investigations take place your mail may be held for up to 10 working days until enquiries are complete. We may ask you to

provide at least 2 original documents that have been delivered to the old address in the 6 months preceding the start of the service. A full list of accepted documents is shown on the form.

If you cannot meet these requirements the service may be cancelled and no refund offered.

- 2.4 An applicant must not include any person or organisation on the form unless authorised to make the application on that person or organisation's behalf. If an applicant completes an application (including any extension application made under clause 7) on behalf of any person or organisation, they will be confirming to us that they are authorised to make the application on that person or organisation's behalf.
- 2.5 If there is any dispute as to who is entitled to apply for a Redirection, we may hold the mail for a period of 10 working days to enable the parties in dispute to resolve the matter or to obtain a Court order that confirms the identity of the person permitted to make the application. If no resolution can be reached within the 10 working days the service may be cancelled, or any affected names removed from the agreement and the mail will be delivered as addressed.
- 2.6 We do not have to accept an application. We can refuse an application where we have a good reason for doing so, for example if the law prohibits us from implementing the Redirection applied for.
- 2.7 You are responsible for each applicant acting on your behalf in making an application, and must ensure that they comply with this agreement.
- 2.8 You will be responsible for complying with your own commitments in this agreement. You will also be responsible for the compliance by every other person who enters into this agreement with us of their obligations. This is the case whether or not we hold those others to their commitments.
- 2.9 If we choose not to accept an application, or if we are unable to implement the Redirection, we will tell you in writing and refund the charges we have received.
- 2.10 You must tell us immediately if any of the information provided in the form changes.
- 2.11 It is a criminal offence to make an application for a Redirection without the proper authority. If Royal Mail receives information relating to the misuse of the service, or of fraudulent activity from the police or other official bodies, the service may be cancelled for this reason and no refund of fees offered.

3 Applications in special circumstances (only likely to be relevant to sole traders)

- 3.1 We will only accept an application relating to mail addressed to a deceased person who was a sole trader made by (in order of priority):
 - 3.1.1 the person holding Letters of Administration in respect of the deceased person;
 - 3.1.2 the person holding the Grant of Probate in respect of the deceased person;
 - 3.1.3 an executor named in the deceased person's will; or
 - 3.1.4 the holder of a certified copy of the deceased person's death certificate.
- 3.2 Where a person who is a sole trader (the **donor**) has given a Power of Attorney to another person (the **attorney**), we will only accept an application relating to the donor's mail from the donor themselves or the attorney.
- 3.3 Where an application is made in accordance with clauses 3.1 or 3.2 that relates to business mail of a sole trader the application must be made using our Business Redirection form. At no additional charge, we will also redirect the personal mail of the sole trader sent to the old address. We may require the applicant to sign additional forms and provide supporting information for any such application.
- 3.4 We may accept an application relating to mail addressed to a bankrupt person or person subject to insolvency proceedings made by the appointed Trustee in Bankruptcy, Liquidator or Official Receiver (as the case may be), provided that we are given confirmation of the appointment and any supporting information we ask for.
- 3.5 We will set up and provide a Redirection if required to do so by a Court order.
- 3.6 If there is any dispute as to who is entitled to apply for a Redirection, for example if more than 1 person makes an application relating to mail addressed to a particular person or organisation, we may hold the mail for a period of 10 working days to enable the parties in dispute to obtain a Court order that confirms the identity of the person permitted to make the application.

4. Your obligations

- 4.1 You must:
 - 4.1.1 comply with each of the provisions of this agreement;

- 4.1.2 co-operate with us in all matters relating to the Redirection; and
- 4.1.3 provide to us, as soon as possible, such additional and up to date information as we may reasonably require.

5. Confirming the Redirection

- 5.1 Upon receiving an application, we will send a letter to the old address, addressed to the lead redirectee, acknowledging receipt of the application (a **confirmation notice**). If you have already moved from the old address or have requested that a Redirection takes effect within 5 working days of the date of an application, we will send the confirmation notice to the new address.
- 5.2 As a security measure, we will also send a letter to the old address to inform The Occupier of the Redirection.
- 5.3 We will provide the Redirection unless we receive a communication as a result of sending out the confirmation notice that indicates that further investigation is required as to the validity of the application, in which case we may hold onto mail for up to 10 days while the matter is investigated.

6. Duration of the Redirection term

- 6.1 Subject to the rights to cancel the Redirection in clauses 11 and 12, we will provide the Redirection for the Redirection term. This will start on the later of:
 - 6.1.1 5 working days from the date we acknowledge the application for the Redirection by sending the confirmation notice (unless we agree otherwise); and
 - 6.1.2 the date specified in that application.
- 6.2 We will stop providing the Redirection at the end of the Redirection term and then deliver all mail as addressed.
- 6.3 The maximum Redirection term is 4 years, including any extensions. This is reduced to 6 months for a Redirection from a PO Box.

7. Extensions to the Redirection term

- 7.1 If you require the Redirection to be supplied for longer than the period specified on the relevant application, you should make an extension application by phone or by post (as applicable). We must receive your extension application at least 5 working days before the end of the current Redirection term to ensure an uninterrupted service. Renewals cannot be made at a Post Office. Redirections can be extended up to the maximum period stated in clause 6.3.

- 7.2 You cannot extend a Redirection more than 6 months after it has expired. You will need to complete a new application if this happens.
- 7.3 There is a charge for extending the duration of the Redirection. The charges are variable. Current prices are available from our Customer Services team, Post Office branches and are shown at www.royalmail.com/redirection. We will confirm the price to you at the time you request an extension.

8. Limitations on the Redirection service and timing of deliveries

- 8.1 Redirections can only be provided from a single old address to a single new address.
- 8.2 The old address must be within the United Kingdom.
- 8.3 You accept that a Redirection may impact upon delivery times. We will use our reasonable endeavours to deliver redirected mail in accordance with our usual timescales but this is not guaranteed and delays may occur. You should make alternative arrangements with the sender (such as using the new address) if timely delivery is critical. We will not be liable for any reasonable delay in delivering redirected mail.
- 8.4 Guaranteed delivery dates, such as those provided under the Royal Mail Special Delivery service, do not apply to redirected mail. Royal Mail Special Delivery and Signed For items will still require a signature on delivery.
- 8.5 We can redirect mail to a British Forces Post Office address but cannot redirect from a British Forces Post Office address.
- 8.6 We do not provide Redirections where the old address is a multi-occupied address and which does not have a unique delivery point. Such premises may include a single office shared by a number of unrelated organisations. You may be able to use the Royal Mail Diversion service as an alternative (see www.royalmail.com/diversion)
- 8.7 We cannot provide Redirections where the old address is a Post Restante address, or where the new address is (i) a Post Restante address outside the United Kingdom or (ii) a Royal Mail Business delivery office.
- 8.8 We cannot redirect Royal Mail Special Delivery items, Parcels or Tracked or Signed For items to addresses outside the United Kingdom. We will not redirect items carried via our Tracked High Volume service marked Restricted Goods. We cannot redirect outside the United Kingdom any item over 25mm in thickness, or 100g in weight, that appears to contain goods. Items below

this thickness and weight, and items obviously only containing printed-paper, can be redirected abroad. These restrictions exist because:

- (a) items containing goods sent to non-EU destinations require a CN22 or CN23 customs declaration. These must be completed and signed by the sender at the time of posting. We cannot complete these forms as part of a Redirection;
 - (b) all countries, whether in the EU or outside of the EU, have specific lists of prohibitions and restrictions detailing what can and cannot be sent to those countries. We cannot Redirect items abroad where we do not know their contents and those contents might breach the prohibitions and restrictions in the destination country; and
 - (c) International restrictions on item sizes differ from those allowable in our domestic services.
- 8.9 Any items sent using any of the services set out in clause 8.8 while a Redirection is in place will be returned to the sender. Anyone expecting items to be sent to the old address using one of these services should tell the sender to use the new address.
- 8.10 We will only redirect items that are sent using our postal services. Parcelforce Worldwide items, and items delivered by any other postal operator, will not be redirected by us. We will not be responsible for the delivery service provided by any other postal operator.
- 8.11 There are laws that prevent us from redirecting certain items. There are also laws that require us to return certain items to the sender and we may need to inform the authorities of this (for example, mail from government departments related to benefits). Even if we accept an application, any such items will not be redirected to the new address.
- 8.12 We do not have to provide the Redirection if you do not keep to the agreement(s) you have with us or any other reasonable terms we tell you about. Neither do we have to provide the Redirection if we consider it unsafe or unreasonable for us to do so.
- 8.13 We cannot redirect items classified as Tracked Permitted Goods.
- 8.14 We do not have to provide a Redirection Service if the information you provide is false or incorrect.

9. Payment

- 9.1 You agree to pay us our current charges for the Redirection and any extension to the duration of the Redirection. We will not start the Redirection until we have received cleared payment in full. We will not extend the Redirection term until we have received cleared payment in full of the charges for extending the duration of the Redirection.
- 9.2 The charges for a Redirection are set out on the form and, where applicable, include VAT. The charges are variable. Current charges are available from www.royalmail.com/redirection Post Office branches, or on request from our Customer Services team.
- 9.3 There is an additional charge for each different business name and trading as names included in a Redirection, even if it relates to the same business, although abbreviations such as 'plc' and 'ltd' are accepted without additional charge.

10. Liability

- 10.1 Our duties under this agreement and otherwise arising in relation to it are limited to providing the Redirection as set out in this agreement.
- 10.2 If we do not provide the Redirection as required by this agreement because of our negligence, our breach of this agreement or for any other reason for which we are responsible in law, we will refund the charges you have paid for the Redirection on a pro rata daily basis for each working day when we did not provide the Redirection as required by this agreement, and that will be our only liability to you, subject to clauses 10.4 and 10.5.
- 10.3 Subject to clause 10.4, the total amount we will be liable to pay under clause 10.2 will not exceed the charges you have paid for the Redirection.
- 10.4 We do not exclude or limit in any way our liability that cannot by law be excluded or limited, such as liability for death or personal injury caused by our negligence.
- 10.5 Nothing in this agreement affects your rights under a scheme or contract for the delivery of a postal item. The conveyance of a postal parcel, letter or any other item under our postal services, which is subject to a Redirection, is governed either by a scheme made under the Post Office Act 1969, the Postal Services Act 2000 or a contract with us, and compensation for loss of, or damage to, such an item, or if we deliver an item late, is provided by that scheme or contract and not by this agreement. You can find out more about the schemes at www.royalmail.com/termsandconditions

10.6 You must pay to us our reasonable expenses incurred as a result of defending any action taken against us by or on behalf of any person or organisation (or the estate of any deceased person or the authorised representative, Trustee in Bankruptcy or Liquidator of any insolvent or dissolved person or organisation) or other third party (including the Official Receiver), where you (or any applicant acting on your behalf) were not authorised to make an application on behalf of or concerning that person or organisation and you (or any applicant acting on your behalf) knew or should have known that and have no reasonable explanation for having done so, provided we have followed our processes for checking entitlement to apply for a Redirection. Such expenses will include our reasonable legal costs incurred in defending any action, negotiating any settlement and in paying any amount awarded by a Court as a result of an action brought by such a person or organisation or agreed in settlement with such a person or organisation.

11. Cancelling and amending before the Redirection begins

- 11.1 The lead redirectee may cancel the Redirection in its entirety or partially with respect to specific persons or organisations detailed on the form, in each case before the Redirection starts provided that we receive written notice of the cancellation (to the address specified in clause 14.1) no later than 7 working days before the start of the Redirection term.
- 11.2 Due to the period of time we require to set up the Redirection, you agree that the right of cancellation under clause 11.1 will not apply in the 7 working days before the start of the Redirection term. Any cancellation during this period must be made in accordance with clause 12.1 and we will not refund payment.
- 11.3 Upon cancellation of the Redirection in its entirety under clause 11.1 we will refund the full charges paid for the Redirection within 7 working days. Upon cancellation of the Redirection in part with respect to specific persons or organisations under clause 11.1, we will refund the charges paid just for the Redirection with respect to those persons or organisation (if any) within 7 working days.
- 11.4 As an alternative to cancellation, we may agree to suspend the Redirection, provided the lead redirectee gives us 5 working days' notice and provided the Redirection has not started and will not start within the 5 working days period. If we agree to suspend the Redirection,

the Redirection term will not start until notified as set out in clause 14.1.

- 11.5 We will only suspend a Redirection for up to 6 months from the date that the Redirection was due to start. If at the end of this period the lead redirectee has not informed us that the lead redirectee wishes the Redirection to begin within this period, we will refund the charges paid to us for the Redirection. If you subsequently wish to take out a Redirection, you will need to complete a new application.
- 11.6 The lead redirectee may amend the Redirection before the Redirection starts, provided that we receive written notice of the amendment (to the address specified in clause 14.1) no later than 7 working days before the start of the Redirection term. No amendment to the old address or new address is possible. A different old address and/or new address will require another Redirection.
- 11.7 Due to the period of time we require to set up the Redirection, you agree that any amendment to the Redirection that is requested in the 7 working days before the start of the Redirection term or at any time thereafter will require the cancellation of the Redirection (and we will not refund payment for the Redirection) and an application for a new Redirection and you will be required to pay the charges for the new Redirection.

12. Cancelling once the Redirection has started

- 12.1 The lead redirectee may end this agreement after the Redirection has started, or during the 7 working days period mentioned in clause 11.2, by telling us at least 5 working days in advance. If the lead redirectee wishes to do this the lead redirectee must tell us by writing to the address set out in clause 14.1. We will not refund the charges paid for the Redirection once the Redirection has started or if the lead redirectee ends this agreement during the 7 working days period mentioned in clause 11.2.
- 12.2 We can end this agreement or stop providing the Redirection by giving you at least 30 days' warning by writing to the new address. If we do so, we will make a pro rata refund of the charges we have received in respect of the unexpired period of the Redirection term.
- 12.3 We will end this agreement, and terminate the Redirection, immediately if:
- 12.3.1 we believe that you are not entitled to the Redirection or authorised to apply for it;

- 12.3.2 payment of our charges is dishonoured or refused by the payor's bank; or
- 12.3.3 we are required to do so as a result of a Court order or any other legal or regulatory decision or requirement.
- 12.4 Either you or we can end this agreement immediately by giving notice to the other if the other is breaking any of its responsibilities under this agreement and:
 - 12.4.1 they cannot do anything to put the matter right; or
 - 12.4.2 they can put the matter right, but fail to do so within 14 days of being asked.
- 12.5 If either you or we end this agreement, we will each keep the rights we have against one another regardless of the fact that the agreement has ended.
- 12.6 Any clauses that are expressly or by implication intended to continue in force following the end of this agreement shall do so. Without limiting the preceding sentence, clauses 1, 10, 12.5, 12.6, 14, 15 and 18 will survive and continue to apply regardless of the end of this agreement.

13. Changes to this agreement

- 13.1. We can change this agreement or introduce new terms for our services. If we reasonably believe the change benefits you, we may implement it as and when we decide and notify you about it within 30 days by publishing such changes on our website. We will notify you at least 30 days before any other change by publishing such changes on our website.
- 13.2 Any amendment that is made to reflect a change of applicable law or regulation may take effect immediately or otherwise as we may specify.

14. Notices

- 14.1 All notices must be given to us in writing. You must send notices to us by post to Royal Mail Redirection Centre, Trent House, Media Way, STOKE-ON-TRENT, ST1 5ST.
- 14.2 We may notify you of changes to this agreement in accordance with clause 13.1. For other notices we will generally address those notices to you at the new address, marked for the attention of the lead redirectee. However if we have good reason to consider another address and/or person as more appropriate, we reserve the right to send any notice to that address and/ or person instead or in addition to the new address.
- 14.3 Unless otherwise stipulated in this agreement, we will class any notice to have been given 2 working days after the date it was correctly posted.

15. Confidentiality and use of your data

- 15.1 The details included on the form may be processed by us, third parties acting on our behalf and other organisations for the purposes set out in this agreement, including:
 - 15.1.1 to process the Redirection;
 - 15.1.2 to inform organisations that you (or any sole traders on whose behalf you have applied for the Redirection) are no longer at the old address;
 - 15.1.3 to pass your details (or the details of any sole traders on whose behalf you have applied for the Redirection) and information regarding the status of the Redirection to organisations to prevent fraud and/or money laundering (this may include identity verification for fraud prevention and anti-money laundering purposes);
 - 15.1.4 for marketing purposes including direct marketing from Us and other selected organisations (we may combine your data with other data, for example data from our Postcode Address File, for these purposes); and
 - 15.1.5 for updating purposes including providing your new contact details (of each type), or those of any sole traders on whose behalf you have applied for the Redirection, to organisations that already have your or their old contact details so they can update their records (such organisations include public bodies), except that we will not use the details of any deceased person for the purposes described in clauses 15.1.4 or 15.1.5.
- 15.2 If you are a sole trader your data will be used for the purposes set out in Clauses 15.1.4 and 15.1.5 in accordance with your preferences indicated in section 8 of the form. If you have applied for the Redirection on behalf of a sole trader, their data will be used for the purposes set out in Clauses 15.1.4 and 15.1.5 in accordance with the preferences indicated in section 8 of the form.
- 15.3 The Redirection is not confidential. Any undelivered item may be returned to the sender bearing details of the new address.
- 15.4 We may write to you (including by email) shortly before the end of the Redirection term to ask if you wish to extend the term and to provide you with information on how to do so, even where you choose not to receive other marketing information. By entering into an agreement

with us for a Redirection service, you consent to us contacting you in this way.

- 15.5 We may also confirm the existence or not of a Redirection to any third party who we consider has a legitimate right to such information.
- 15.6 The details included on the form may also be shared with third parties when we believe it is necessary to comply with the law or protect our or another person's right, property or safety.
- 15.7 For further information about how we use personal data please see our Privacy Policy at www.royalmail.com/customer-service/terms-and-conditions/privacy-policy

16. Matters beyond our reasonable control

- 16.1 We will not be responsible if we are not able to provide the Redirection because of something beyond our reasonable control (such as war, acts of terrorism, extreme weather conditions, earthquakes, fire, floods, traffic congestion, mechanical breakdown (including of machinery, equipment, and vehicles), any public or private road being blocked, or industrial action and the outcomes of it if this prevents us from providing our usual service). We will try to tell you promptly about any such events.
- 16.2 If we are not able to carry out our duties fully for more than 4 weeks in a row because of something beyond our reasonable control, you can end this agreement by telling us in writing. Any notice from you under this clause 16.2 must be sent to us by the lead redirectee (whether for themselves or on your behalf).

17. Complaints

- 17.1 If you are unhappy with the products that we have sold to you we have an internal complaints process. You can obtain details of our complaints procedure at www.royalmail.com. Sometimes products are provided by a third party supplier. Where this is the case, we may refer you directly to the third party supplier in order to process your query more effectively. We will inform you if that is the case but your rights under the contract will not be affected.
- 17.2 If you are not satisfied with our final response to your complaint, your case will be considered deadlocked. In these circumstances, you may be able to escalate your complaint to the Postal Redress Service (**POSTRS**).
- 17.3 **POSTRS**'s role is to resolve customer disputes. **POSTRS** provide a free service and we are bound

by their findings. For further information please refer to **POSTRS**'s website www.postrs.org.uk.

18. General

- 18.1 A person who is not a party to this agreement will not be able to enforce any term, provision, right or benefit under or in connection with it.
- 18.2 Each of the provisions of this agreement operates separately. If any Court or competent authority finds any provision (or part of any provision) to be invalid, illegal or unenforceable:
 - 18.2.1 that provision (or part-provision) will, to the extent required, be excluded from forming part of our agreement; and
 - 18.2.2 the remaining provisions will remain in full force and effect.
- 18.3 Each of us acknowledges that we cannot transfer the rights and duties under this agreement without the consent of the other, such consent not to be unreasonably withheld or delayed. You can use another person to carry out any of your duties as long as you tell us first. You will be responsible to us for any action that person takes or fails to take. We can use others to perform our duties and exercise rights but we will be responsible for them.
- 18.4 This agreement (comprising the form and these terms and conditions) constitutes the entire agreement between you and us. Both you and we agree that neither of us has been induced to enter into this agreement in reliance upon any warranty, representation, statement, agreement or undertaking of any nature whatsoever (other than as expressly set out in this agreement). You and we each waive all rights and remedies which, but for this clause 18.4, might otherwise be available in respect of any such warranty, representation, statement, agreement or undertaking. Nothing in this clause 18.4 or this agreement will operate to limit or exclude any liability for fraud or fraudulent misrepresentation.
- 18.5 This agreement is governed by the law of that part of the United Kingdom in which the old address is located. Any dispute regarding the Redirection or arising out of or in connection with this agreement or its formation will be dealt with by the Courts of that part of the United Kingdom in which the old address is located.

19. Signing

- 19.1 If you are a limited company, the form must be signed by 2 individuals who are either: (i) your current directors or your company secretary;

or (ii) otherwise authorised to sign on your behalf. If you are a limited company with 1 director, you must produce the company registration which shows that there is only 1 director or if applying by post send it to our Redirection Centre.

- 19.2 If you are a limited liability partnership, the form must be signed by either: (i) 2 of your partners/members; or (ii) 2 individuals who are otherwise authorised to sign on your behalf.
- 19.3 If you are a partnership (other than a limited liability partnership), this form must be signed by: (i) 1 of your partners; or (ii) a person who is otherwise authorised to sign on your behalf.
- 19.4 If, given the number of persons, businesses or organisations listed in section 1 of the form, it is necessary for more than 2 individuals to sign the form, you may use an additional sheet for the additional signature(s), in which case you must, against each signature, provide: (i) the name of the signatory; (ii) their position within your business or organisation; (iii) the date of the signature; and (iv) the name of the business or organisation on whose behalf they are signing.

