

Please retain for your reference

Terms and Conditions for the Royal Mail Keepsafe™ Service

IMPORTANT

These terms and conditions, together with the relevant Keepsafe™ personal or business application form govern our Keepsafe™ service. Please read the terms and conditions carefully before you make an application for our Keepsafe™ service. More information can be found by visiting www.royalmail.com/keepsafe (for personal customers) or www.royalmail.com/businesskeepsafe (for business customers).



1 Definitions

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

additional person means, other than the person who makes the application, a person named under section 2 of the form or whom is specified by the applicant when making an application by telephone;

agreement means the agreement between you and we comprising of the terms of the form and these terms;

application means the application made for Keepsafe™ by completing the form, or by telephone, and paying the required charges;

form means the relevant form for requesting Keepsafe™ in paper or electronic form available from www.royalmail.com or in paper form from Royal Mail Delivery Offices or requested from our Customer Services team;

Keepsafe™ means the service described in these terms where mail is held by us and not delivered to your address for the Keepsafe™ term;

Keepsafe™ term means the length of time you ask us to provide Keepsafe™, as stated in the application (being up to 17 days, 24 days, 31 days or 66 days);

primary applicant means the person whose details are included first on the paper form or, where the application is made online or by telephone, the person who makes the application;

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, VAT registration number GB243170002;

you and **your** means each person with whom we enter into an agreement as further described in clause 2;

your address means the address the Keepsafe™ service relates to as stated in the relevant section of the form or specified in any application made by telephone.

2 Our agreement with you

- 2.1 In relation to a Keepsafe™ service applied for using the paper form, we enter into an agreement with each person who signs the paper form. These terms will therefore apply to you if you have signed the paper form.

- 2.2 In relation to a Keepsafe™ service applied for using the online form or by telephone, we enter into an agreement with the person who makes the application (the primary applicant). These terms will therefore apply to you, (as the primary applicant) if you have made an application online or by telephone.

Please note: You must not include any additional person on the form, or in an application made by telephone, unless you comply with conditions set out in clause 3.

- 2.3 You will be responsible for complying with your own commitments in this agreement.
- 2.4 This agreement takes effect from the time we receive your application for Keepsafe™.

3 The application

- 3.1 Although we may provide Keepsafe™ to persons under 18 years old, the primary applicant must be over 18 years old.
- 3.2 You must not include any additional person on the form, or in an application made by telephone, unless:
- 3.2.1 you have his or her express consent to do so;
- 3.2.2 you are otherwise authorised to make the request on that person's behalf; or
- 3.2.3 the additional person is under 16 years of age and you are a parent or guardian who is entitled to make an application on his or her behalf and you hereby confirm that at least one of the above conditions are met if additional persons are included in your application.
- 3.3 You must not request that all mail which we deliver to your address is held by us under the Keepsafe™ service unless you have the express consent of, or you are otherwise authorised (including as the parent or guardian of someone under 16 years of age) to make the request on behalf of, **everyone** that receives mail at your address to do so.
- 3.4 We are not obliged to accept your application. We can refuse an application where we have a good reason for doing so. If we choose not to accept your application, or if we are unable to implement the Keepsafe™ service, we will tell you in writing and refund any charges we have received. A reason why we may refuse an application is if we suspect that any additional person has not given their consent to the Keepsafe™ service or you do not have the

authority to make the application on his or her behalf in accordance with clause 3.2 or 3.3.

You must tell us immediately if any of the information you gave us in the form or when making an application over the telephone changes.

4 Confirming the Keepsafe™ service

- 4.1 We need at least five working days from the date of receipt of your application form before we can start your Keepsafe™ service. Please note where you choose to receive the Keepsafe™ service within the Cancellation Period (as set out clause 10.3), and you subsequently decide to cancel within the Cancellation Period, clause 10.5.2 will apply.
- 4.2 On receipt of your application, we will write to you acknowledging your application and giving you your Keepsafe™ reference number. Our acknowledgement will be deemed from the day we consider that you will receive our letter, which will be the day after the date of the letter (excluding, Sundays and bank and public holidays when acknowledgement will be the next available day).

5 Duration of Keepsafe™

- 5.1 Subject to the rights to cancel and end the Keepsafe™ service in clauses 10, 11 and 12, we will provide the Keepsafe™ service for the Keepsafe™ term. This will start on the later of:
 - 5.1.1 five working days from the date of receipt of your application form (unless we agree otherwise); and
 - 5.1.2 the date specified in your application.
- 5.2 We will stop providing the Keepsafe™ service at the end of the Keepsafe™ term and then resume normal delivery of mail to your address. We aim to deliver all Keepsafe™ mail held by us during the Keepsafe™ term to you within two working days of the final date of the Keepsafe™ term.
- 5.3 The maximum Keepsafe™ term is 66 days.

6 Limitations on the Keepsafe™ service

- 6.1 Keepsafe™ will only apply to those individuals named on the form or specified by the applicant when making an application over the telephone. This means that mail addressed to anyone else at your address and, for example, 'The Occupier', will not be held by us under the Keepsafe™ service and will continue to be delivered in the normal way unless you indicate on the form or

over the telephone that you want us to hold all mail that we deliver to your address.

- 6.2 We can only hold items that are sent using the Royal Mail postal service. We do not have control over mail delivered to your door by other delivery services or couriers, including Parcelforce. In some areas, this may include business mail items such as bank statements, council tax statements and utility bills, which may now be delivered to your door by postal service providers other than Royal Mail.
- 6.3 We can only hold Royal Mail Signed For, Special Delivery Guaranteed and Royal Mail Tracked items for a maximum of 18 days. If this period expires within the Keepsafe™ term then, in accordance with the terms and conditions of the Royal Mail Signed For, Special Delivery Guaranteed and Royal Mail Tracked items (as relevant), the items will be returned to the sender. A notification card will be kept with your Keepsafe™ mail if we return the items to the sender to inform you of this.
- 6.4 Unfortunately we are unable to offer the keepsafe™ service in respect of perishable items sent. As such, any such items (or items which are prohibited goods or restricted goods as defined at www.royalmail.com from time to time) will (unless not permitted by the terms and conditions for our delivery services) be returned to the sender, or, if appropriate, will be disposed of.
- 6.5 Mail cannot be collected from a delivery office whilst the Keepsafe™ service is being provided.

7 Payment

- 7.1 You agree to pay our current charges for the Keepsafe™ service. We are not obliged to provide any Keepsafe™ services until we receive cleared funds from you. Payment can be made by debit or credit card, or by personal cheque.
- 7.2 The charges for Keepsafe™ are set out on the form and, where applicable, are VAT exempt. Current charges are also available from www.royalmail.com/keepsafe, Royal Mail Delivery Offices, or on request from our Customer Services team.

8 Our liability

- 8.1 Our obligations to you under this agreement (and otherwise arising in relation to it) are limited to providing the Keepsafe™ service in accordance with this agreement.

- 8.2 If we do not provide the Keepsafe™ service 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 (such as our duty to provide the Keepsafe™ service with reasonable care and skill) we will refund the charges you have paid for the Keepsafe™ service on a pro rata daily basis for each working day when we did not provide the Keepsafe™ service as required by this agreement, and that will be our only liability to you (subject to 8.4 and 8.5).
- 8.3 Subject to clause 8.4, our total liability to you under this Agreement will not exceed the charges you have paid for the Keepsafe™ service.
- 8.4 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 or for fraud or fraudulent misrepresentation.
- 8.5 Nothing in this agreement affects your rights under a scheme or contract for the delivery of a postal item. The conveyance of a postal packet, letter or any other items subject to the Keepsafe™ service is governed either by a scheme made under the Post Office Act 1969, Postal Services Act 2000, or a contract with us, and compensation for loss of and damage to such an item (and delay in delivering an item if we are liable for delay) is as provided by that scheme or contract and not this agreement. You can find out more about the schemes at www.royalmail.com/termsandconditions

9 Your liability for third party complaints

- 9.1 You must pay to us our reasonable expenses incurred as a result of defending any complaint or action taken against us by or on behalf of any person (or the estate of any deceased person) or other third party, where you were not authorised to make an application on behalf of or concerning that person and you knew or should have known that and have no reasonable explanation for having done so. 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 any action brought by such a person or reasonably agreed in settlement with such a person.

10 Cancelling your Keepsafe™ service

- 10.1 This clause 10 does not apply if you use Keepsafe™ in the course of a business. Please see clause 11.
- 10.2 You may cancel your contract for Keepsafe™ at any time before the service has started and we will refund the charges paid. You must inform us of your wish to cancel in accordance with clause 10.4. This right of cancellation is in addition to, and does not affect, your statutory rights.
- 10.3 You also have a statutory right to cancel this agreement within a certain period without giving us any reason for doing so. You have a period of 14 calendar days starting on the day after we acknowledge your application (in accordance with clause 4.2) in which to cancel this agreement (the “**Cancellation Period**”).
- 10.4 You must inform us of your wish to cancel by contacting our Customer Services on 03457 777 888, or sending your request by post to Royal Mail Keepsafe Centre, Trent House, Media Way, Stoke-on-Trent ST1 5ST United Kingdom. You may also use the cancellation form set out at Appendix 1. If you are emailing or writing to us please provide us with your name, address, reference number and telephone number.
- 10.5 If you send your cancellation request:
- 10.5.1 within the Cancellation Period and your Keepsafe™ service has not started, we will refund the charges paid for the service in full;
 - 10.5.2 within the Cancellation Period and, at your request, your Keepsafe™ service has started, we will refund the charges paid for the service less £8.50 to cover our set-up and service delivery costs; or
 - 10.5.3 after the Cancellation Period and, at your request, your Keepsafe™ service has started, we will not provide a refund.
- 10.6 Please note that we will resume normal deliveries and aim to deliver all Keepsafe™ mail held by us during the Keepsafe™ term to you within two working days of your cancellation.

11 Cancellations for businesses

- 11.1 If you are using Keepsafe™ in the course of a business, you can cancel at any time by notifying us in writing at the address set out in clause 10.4 at least 5 working days before the

date you would like to cancel. Please provide us with your reference number. No refund will be provided.

- 11.2 We will resume normal deliveries and aim to deliver all Keepsafe™ mail held by us during the Keepsafe™ term to you within two working days of your cancellation.

12 Ending your Keepsafe™ service

- 12.1 We can end this agreement, or stop providing your Keepsafe™ service, by giving you at least 14 days' notice in writing using your contact details provided at the time of application. 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 Keepsafe™ term.
- 12.2 We will end this agreement, and terminate your Keepsafe™ service, without notifying and refunding any payment to you immediately if:
- 12.2.1 we suspect that the service is being used for unlawful purposes;
- 12.2.2 we suspect that any additional person has not given their consent to the Keepsafe™ service or you do not have the authority to make the application on his or her behalf in accordance with clause 3.2 or 3.3; or
- 12.2.3 payment of our charges are dishonoured or refused by the payor's bank; or
- 12.2.4 we are required to do so as a result of a Court order or any other legal or regulatory decision or requirement.
- 12.3 If either you or we end this agreement, we will:
- 12.3.1 each keep the rights we have against one another regardless of the fact that the agreement has ended; and
- 12.3.2 resume normal deliveries and aim to deliver all Keepsafe™ mail held by us during the Keepsafe™ term to you within two working days.

13 Complaints

- 13.1 If you are unhappy with the Keepsafe™ service provided by us we have an internal complaints process. You can obtain details of our complaints procedure at www.royalmail.com/personal/help-and-support/how-do-i-make-a-complaint

14 Data protection and confidentiality

- 14.1 The details included on the form, or provided in any application made by telephone, (including the details of anyone aged under 16) will be used by us, third parties acting on our behalf

and other organisations selected by us for delivering the Keepsafe™ service and complying with these terms.

- 14.2 The details included in the application may also be used by us and 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; or prevent fraud and/or money laundering (this may include identity verification for fraud prevention and anti-money laundering purposes).
- 14.3 For further information about how we use personal data please see our Privacy Policy at www.royalmail.com/customer-services/terms-and-conditions/privacy-policy

15 General

- 15.1 A person who is not a party to this agreement will not have any right or benefit under or in connection with it (with the exception of any additional applicants where they are not a party to this agreement).
- 15.2 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:
- 15.2.1 that provision (or part-provision) will, to the extent required, be excluded from forming part of this agreement; and
- 15.2.2 the remaining provisions will remain in full force and effect.
- 15.3 Each of us acknowledges that we cannot transfer our rights and/or duties under this agreement without the consent of the other, such consent not to be unreasonably withheld or delayed. We can use others to perform our duties and exercise rights but we will be responsible for them.
- 15.4 We will not be responsible to you if we are not able to provide the Keepsafe™ service 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.
- 15.5 If we are not able to carry out our duties fully for more than four 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 15.5 must

be sent to us by the lead applicant, whether for themselves or on your behalf. Where you cancel under this clause 15.5 you will receive a refund for the Keepsafe™ service for the period from the date [we receive your cancellation] to the end of the Keepsafe™ term.

- 15.6 To avoid any uncertainty about what you expect from us and what we expect from you, this agreement consists only of the form and these terms. Please read the form and these terms carefully. If you do not understand any point, please contact our Customer Services team for further information on: 03457 777 888. If you are deaf or hard of hearing, we offer a textphone service on 03456 000 606. Calls may be recorded, monitored and used for training and compliance purposes. Alternatively, please write to Royal Mail Keepsafe Centre, Trent House, Media Way, Stoke-on-Trent ST1 5ST United Kingdom.
- 15.7 This agreement is governed by the laws of England and Wales and we and you submit to the jurisdiction of the English courts.
- 15.8 This agreement is only available in the English language.

PLEASE CUT HERE

Appendix 1 - CANCELLATION FORM

This form is not for use by businesses.

Please complete, detach and return this form ONLY IF YOU WISH TO CANCEL your Keepsafe™ service.

To: Royal Mail Keepsafe Centre, Trent House, Media Way, Stoke-on-Trent ST1 5ST United Kingdom

I hereby give notice that I wish to cancel my contract for Keepsafe™.

Reference number: _____

Name of Consumer: _____

Address of Consumer: _____

Signature of Consumer: _____

Date: _____

PLEASE CUT HERE