

South Lanarkshire Council

THE ENVIRONMENTAL IMPACT ASSESSMENT (SCOTLAND) REGULATIONS 1999 (AS AMENDED) NOTICE UNDER REGULATION 13 (5)

PROPOSED DEVELOPMENT AT LAND AT DALQUHANDY, SOUTH LANARKSHIRE

PLANNING REF: CL/12/0042

Notice is hereby given that an environmental statement has been submitted to South Lanarkshire Council by SRG Renewables Ltd relating to the planning application in respect of Erection of 15 wind turbines (126.5m maximum height to tip) access tracks, temporary construction compound, sub station and associated works.

Possible decisions relating to the planning application are:

- (i) grant planning permission without conditions;
- (ii) grant planning permission with conditions;
- (iii) refuse permission.

A copy of the environmental statement and any other documents submitted with the application may be inspected at all reasonable hours in the register of planning applications kept by the planning authority for the area at Montrose House, 154 Montrose Crescent, Hamilton ML3 6LB and also at during the period of 28 days beginning with the date of this notice.

Copies of the environmental statement may be purchased from SRG Renewables Ltd at a cost of Non-Technical Summary £15.00, Environmental Statement narrative £65.00, Technical Appendices £330.000 or a CD copy of the full environmental statement £45.00.

Any person who wishes to make representations to South Lanarkshire Council about the environmental statement should make them in writing within that period to the Council at Montrose House, 154 Montrose Crescent, Hamilton ML3 6LB. Please note that any representations require to be made available for public inspection.

Lindsay Freeland, Chief Executive

www.southlanarkshire.gov.uk

(32)

South Lanarkshire Council

THE ENVIRONMENTAL IMPACT ASSESSMENT (SCOTLAND) REGULATIONS 1999 (AS AMENDED) NOTICE UNDER REGULATION 13 (5)

PROPOSED DEVELOPMENT AT LAND AT PONIEL, SOUTH LANARKSHIRE

PLANNING REF: CL/12/0043

Notice is hereby given that an environmental statement has been submitted to South Lanarkshire Council by SRG Renewables Ltd relating to the planning application in respect of Erection of 3 wind turbines (100m maximum height to tip) access tracks, temporary construction compound, sub station and associated works.

Possible decisions relating to the planning application are:

- (iv) grant planning permission without conditions;
- (v) grant planning permission with conditions;
- (vi) refuse permission.

A copy of the environmental statement and any other documents submitted with the application may be inspected at all reasonable hours in the register of planning applications kept by the planning authority for the area at Montrose House, 154 Montrose Crescent, Hamilton ML3 6LB and also at during the period of 28 days beginning with the date of this notice.

Copies of the environmental statement may be purchased from SRG Renewables Ltd at a cost of Non-Technical Summary £15.00, Environmental Statement narrative £65.00, Technical Appendices £330.000 or a CD copy of the full environmental statement £45.00.

Any person who wishes to make representations to South Lanarkshire Council about the environmental statement should make them in writing within that period to the Council at Montrose House, 154 Montrose Crescent, Hamilton ML3 6LB. Please note that any representations require to be made available for public inspection.

Lindsay Freeland, Chief Executive

www.southlanarkshire.gov.uk

(33)

Post & Telecom



Royal Mail

Royal Mail Group Limited

ROYAL MAIL GROUP LIMITED POSTAL SCHEME

NOTE. [This note is not part of the Scheme]

The Scheme that follows this Note is made under Section 89 of the Postal Services Act 2000 (as amended by the Postal Services Act 2011). This Scheme will come into force on 1st January 2013. This Scheme is made by combining and updating the ROYAL MAIL SCHEME FOR INLAND PARCELS SEPTEMBER 2012 and the ROYAL MAIL SCHEME FOR INLAND LETTERS SEPTEMBER 2012. The new Scheme is set out below and is available on Royal Mail's website (www.royalmail.com).

THE ROYAL MAIL UNITED KINGDOM POSTAL SCHEME 1st JANUARY 2013 ("Scheme")

Publication made.....30th November 2012
Coming into operation.....1st January 2013

Royal Mail Group Limited^a by virtue of the powers conferred upon it by Section 89 of the Postal Services Act 2000^b and of all other powers enabling it in this behalf, hereby makes THE ROYAL MAIL UNITED KINGDOM POSTAL SCHEME 1st JANUARY 2013 as set out below.

Signed by: Mark Waples for and on behalf of Royal Mail Group Limited

Date: 30th November 2012

Contents

1.	About this Scheme	2
2.	What this Scheme applies to	2
3.	Definitions	3
4.	Our ability to provide services	3
5.	What can and cannot be contained within an item	3
	Prohibited items	3
	Restricted items	
6.	Size & weight limits and how to package an item	6
7.	How to address an item	7
8.	How to pay for postage and other services	8
9.	How to work out how much postage to pay	9
10.	How to show that an item has had postage paid	10
11.	Other requirements relating to the address on the cover of an item	11
12.	How to hand over (or post) an item 11	11
13.	How we will treat items that do not meet the requirements set out in this scheme	12
14.	Additional marks	13
15.	Delivery including undeliverable and re-posted (Return to Sender) items	13
16.	Compensation – what we are liable for	16
	What determines compensation payable	
	Claims and evidence	18
	Making a claim	22
17.	Additional terms & conditions for some services	24
18.	Recorded Signed For™ & Proof of Delivery	24
19.	Special Delivery™	25
20.	Articles for the Blind	27
21.	Petitions & Addresses to the Sovereign	29
22.	Petitions to Parliaments & Assemblies	29
23.	Poste Restante	30
24.	Items sent between the United Kingdom and the Channel Islands or the Isle of Man	30
Annex A	Definitions used in this Scheme	32

1. About this Scheme

1.1 This Scheme is a document that sets out the terms & conditions for some¹ of the **items** that we handle. **We** (Royal Mail Group Ltd) are allowed to set out terms and conditions within a Scheme document by the Postal Services Act 2000 (and more specifically section 89 of that Act as amended by the Postal Services Act 2011 and in particular paragraph 24 of Schedule 12 of that Act).

1.2 Each time we alter the wording within a Scheme it has the effect of making a new Scheme. We publish our Schemes on our website (www.royalmail.com).

1.3 This Scheme is known as 'The Royal Mail United Kingdom Post Scheme 1st January 2013' and is referred to in this document as 'this Scheme'. The date in the title is the date that the Scheme took (or

will take) effect. This Scheme replaced two old Schemes which were called The Royal Mail Scheme for Inland Letters Sept 2012 and The Royal Mail Scheme for Inland Parcels Sept 2012. Those two old Schemes² are no longer in force.

2. What this Scheme applies to

2.1 This Scheme sets out the terms & conditions for:

2.1.1 the services provided by us to the person, business or organisation asking for the service (**you**) when we accept items within the United Kingdom for postal delivery to an **address** in the United Kingdom, the **Channel Islands** and the Isle of Man. The terms and conditions for the specific services listed below are contained within this Scheme:

- First Class (with and without Recorded Signed For™ added)
- Second Class (with and without Recorded Signed For™ added)
- Standard Parcels³
- Special Delivery™ Next Day⁴ ('Special Delivery')
- Articles for the Blind
- Petitions and Addresses to the Sovereign
- Petitions to Parliament & Assemblies

All product names offered under this Scheme are shown, in this Scheme, in red text.

2.1.2 the service provided by us to accept an item sent from the Channel Islands or the Isle of Man for postal delivery to an address in the United Kingdom.

2.1.3 other services provided by us in connection with those mentioned in 2.1.1 and 2.1.2. Specifically these are:

- Return to Sender
- Proof of Delivery
- Poste Restante
- Local Collect (Social)

3. Definitions

3.1 You may not be familiar with some of the words or phrases we use in this document. When they are used for the first time, they are shown in **bold print** and explained in the relevant part of this document or in Annex A.

3.2 As mentioned in 1.3 above this Scheme replaced previous Schemes so any references in other documents to the Inland Schemes that were in force before this Scheme should now be interpreted as referring to this new Scheme.

4. Our ability to provide services

4.1 We will provide the services set out in this Scheme where the relevant terms & conditions contained in this Scheme for the service are complied with. We will provide the services in the manner that we deem to be most appropriate according to our operational requirements and an overarching need to secure the sustainability of the Universal Service.

4.2 We may decide to withdraw the provision of any of the services set out in this Scheme if the terms & conditions contained within this Scheme are not abided to, in the event of misuse or if providing the service may cause us reputational damage.

5. What can and cannot be contained within an item

5.1 There are some items that we cannot carry through our postal network for legal or safety reasons. Items that we cannot carry through our postal network are known as **prohibited items**. Some other items can only be carried under certain circumstances. These are known as **restricted items** and details of those are contained after this section on prohibited items.

Prohibited items

5.2 We would like to make it very clear that as we cannot carry prohibited items through our network, we will not accept any liability for any item that contains prohibited items.

5.3 As the list of prohibited items can change from time to time (see 5.3.31), we maintain a full, up-to-date list on our website (www.royalmail.com) which can be viewed at any time. The list quoted below was correct at the time of publication.

- 5.3.1 aerosols
- 5.3.2 liquids with alcohol content higher than 70 per cent
- 5.3.3 asbestos
- 5.3.4 batteries that are classed as dangerous goods by the latest edition of the International Civil Aviation Organisation (ICAO) Technical Instructions. More detail is available on our website (www.royalmail.com).
- 5.3.5 butane lighters and refills
- 5.3.6 clinical and medical waste e.g. contaminated dressings, bandages and needles

- 5.3.7 flammable and non-flammable, toxic compressed gases
- 5.3.8 corrosives
- 5.3.9 counterfeit money or counterfeit **postage stamps**
- 5.3.10 drugs of any description, except those permitted as restricted items (see sections 5.5 and 5.7 below)
- 5.3.11 dry ice
- 5.3.12 environmental waste e.g. used batteries and used engine oil
- 5.3.13 explosives
- 5.3.14 filth
- 5.3.15 flammable liquids or solids
- 5.3.16 lottery tickets (except for United Kingdom lottery tickets)
- 5.3.17 indecent, obscene or offensive material
- 5.3.18 UN 2814 or UN 2900 Category A infectious substances e.g. Ebola, Anthrax, Foot and Mouth disease as detailed in the latest edition of the International Civil Aviation Organisation (ICAO) technical instructions. More detail is available on our website (www.royalmail.com).
- 5.3.19 magnetised material with a magnetic field strength of 0.159A/metre or more at a distance of 2.1 metres from the outside of the package e.g. PA systems
- 5.3.20 matches
- 5.3.21 oxidising materials or organic peroxides
- 5.3.22 pesticides
- 5.3.23 toxic liquids, solids or gases
- 5.3.24 poisons
- 5.3.25 all radioactive material and samples that are classified as radioactive using Table 2-12 of the latest edition of the International Civil Aviation Organisation's Technical Instructions. The full instructions are lengthy so are not re-produced on our website but are available directly from the ICAO.
- 5.3.26 weapons of war except as permitted by clause 5.7.14 below
- 5.3.27 ammunition
- 5.3.28 solvent-based paints, varnishes and enamels
- 5.3.29 water-based paints, varnishes and enamels in volumes greater than 150 millilitres
- 5.3.30 any imitation of a bank note which is for the time being legal tender in the country of issue
- 5.3.31 any other item prohibited by law, by regulations or that in our opinion we think may be harmful or dangerous or a risk to health and safety

5.4 It is your responsibility not to send prohibited items in the post. If you are in any doubt you may seek advice from our website (www.royalmail.com).

Restricted items

5.5 There are some items, known as restricted items that we can, for legal or safety reasons, only carry through our postal network provided that you meet all our requirements for the acceptance of the item, including, but not limited to, packaging requirements.

5.6 We will not accept any liability for any item that contains restricted items if the requirements for the acceptance of those items are not met.

5.7 As the list of restricted items and requirements for each can change from time to time (see 5.7.15) we maintain a full, up-to-date list on our website (www.royalmail.com) (which can be viewed at any time). The list and details quoted below were correct at the time of publication.

- 5.7.1 liquids with an alcohol content lower than 70 per cent. These items must be wrapped in polythene and sealed with tape. Items must be surrounded with an absorbent material like sawdust or newspaper and packed in a leak proof container.
- 5.7.2 batteries other than those that are prohibited items. These items can only be sent in their original retail packaging. They must be surrounded with cushioning material and placed in a suitable rigid outer container.
- 5.7.3 battery operated goods as long as they do not contain batteries that are prohibited items. These items can only be sent in their original retail packaging. They must be surrounded with cushioning material and placed in a suitable rigid outer container.
- 5.7.4 drugs sent in emergencies for medical or scientific purposes. These must be packed in a strong inner container with your name and address clearly marked on the outer packaging.
- 5.7.5 Biological substances including diagnostic specimens e.g. blood and urine. Category B (UN3373) as classified by the latest edition of the International Civil Aviation Organisation (ICAO) Technical Instructions. The total volume/mass of the sample shall not exceed 50ml/50g. Diagnostic specimens can only be sent within the UK. These must be packed in a strong inner container with your name and address clearly marked on the outer packaging.
- 5.7.6 living creatures must be packaged using boxes that protect both the creatures and our staff from harm. Items must be sent using First Class as a minimum service speed but Special Delivery is recommended. Items must be clearly labelled as "URGENT - LIVING

CREATURES". Your name and address must be marked on the outer packaging.

5.7.7 magnetised materials that are not prohibited items. Items must be fully wrapped in cushioning material at least 2cm thick. Your name and address must be clearly marked on the outer packaging. Items should be sent individually as they can damage other items they travel with, i.e. discs, tapes, etc.

5.7.8 water-based paints, varnishes and enamels in volumes of less than 150 millilitres. Items must be surrounded with cushioning material and placed in a rigid container.

5.7.9 perishable goods. Items must be sent using the First Class service as a minimum service speed. Any item that contains something that is likely to perish or decay must be clearly and legibly marked with the words 'PERISHABLE' in capital letters above the address on the packaging.

5.7.10 all radioactive material and samples that are not classified as radioactive using Tables 2-12 of the latest edition of the International Civil Aviation Organization's Technical Instructions; No specific additional packaging guidelines are required.

5.7.11 vaccines. Items must be tightly packaged together with strong outer packaging with a return address clearly marked on the packaging.

5.7.12 **Valuables** can only be sent using the Special Delivery™ service.

5.7.13 over the counter medicines and prescription medicines (including but not limited to inhalers of a volume of 50ml or less), provided these are being supplied lawfully and subject to such items being sent in suitable tamper proof or similar packaging and must be sent by Special Delivery™ or by a service to which Recorded Signed For™ has been added only.

5.7.14 guns for sporting use

5.7.15 any other item that must be restricted by law, by regulations or that in our opinion may be harmful or dangerous or a risk to health and safety

5.8 It is your responsibility to ensure that restricted items are sent correctly and that you meet the requirements for acceptance. If you are in any doubt as to whether an item is one of the restricted items you can seek advice from our website (www.royalmail.com).

6. Size & weight limits and how to package an item

6.1 In addition to the specific packaging and other requirements that relate to restricted items there are some general rules set out below that must be followed for all items as to weight, size, thickness and packaging.

6.2 Items sent using the First Class or Standard Parcels services may weigh up to 20 kilograms but items that weigh more than 1 kilogram cannot be sent using the Second Class service; they have to be sent using the First Class service or as Standard Parcels. Special Delivery Next Day™ can be used for items which weigh up to 10 kilograms.

6.3 The maximum size of an item must not exceed 610mm in length or 460mm in width or 460mm in depth. For a cylinder shaped item the length plus twice the diameter may not exceed 1040mm with the greatest dimension being no more than 900mm. The maximum size for each format of item is set out in section 9.1.2 below.

6.4 The minimum thickness for an item is 0.25mm. We may refuse to accept or to deliver an item that is less than 0.25mm thick.

6.5 All items must be packaged such that, in our opinion, the item will not be likely to cause damage or harm to other items, equipment or individuals (including any recipient).

6.6 The **cover** and the protective material of the item must be appropriate to the contents such that we can convey it to its destination undamaged without having to take precautions over and above those normally taken by us with an item of mail. Packaging guidelines are available on our website (www.royalmail.com) and in booklets held by Post Office® branches.

6.7 With the exception of items that are sent using the Articles for the Blind service (which are discussed in more detail in section 20) all items must be securely sealed or fastened.

6.8 In addition to the requirement to provide sufficient protection both for the item itself and so as not to be likely to cause damage or harm to other items, equipment or individuals as set out in sections 6.5 and 6.6, any item that contains anything breakable must be clearly and legibly marked with the words 'FRAGILE – HANDLE WITH CARE' in capital letters above the address.

6.9 In addition to the requirement to provide sufficient protection for the contents as set out in sections 6.5 and 6.6 any item that has contents that may be damaged by bending must be clearly and legibly marked with the words 'DO NOT BEND' in capital letters above the address.

6.10 In the same way that the list of restricted items can change from time to time so too can our packaging requirements for certain new or existing restricted items. You can review the full, up-to-date list of restricted items and associated packaging requirements on our website (www.royalmail.com).

6.11 The latest packaging guidelines which apply to all items can also be found on our website (www.royalmail.com).

7. How to address an item

7.1 Each item must be fully and correctly addressed. All the elements of the address (including the full postcode) must be written clearly and legibly on the front or on a label securely attached to the front of the cover (or otherwise in a manner such that the address is clearly visible in its entirety as if it had been written on the front of the cover) of the item.

7.2 You must ensure that addresses take the following format when added to an item. Please do not use commas or full stops and note that only the TOWN and POSTCODE should be in CAPITAL LETTERS. You don't need to include the county name. The postcode must be on a line of its own. The text that makes up the address should be aligned to the left as it is in the example below. It should not be staggered or centred.

Example Name
House name or number and road name
Locality Name if one exists
TOWN
POST CODE

The text set out in the example above and taken as a whole is known as the address block. The address block should appear in the centre of the front face of the item.

7.3 Postcodes are allocated by us at our discretion throughout the United Kingdom in accordance with the operational needs of our network. The postcodes are routing codes and we may amend them at our discretion from time to time. Where we do make changes we will ensure that all residents of the affected addresses are given sufficient notice and, in certain cases, as detailed in the PAF® File Code of Practice, we will follow a formal notification and consultation process before confirming changes.

7.4 The address must not be obscured or made difficult to read in any way including by the manner in which the contents are enclosed in the item.

7.5 Putting a correct address in the correct format in the correct location on an item helps our sorting machines process the mail as quickly as possible. More information is available on our website (www.royalmail.com).

7.6 We recommend that you put a full and accurate return address on your item (in a position where it can't be confused with the destination address and preferably on the back) so that we are able to return the item to you, intact, should we need to. More information regarding Return to Sender can be found in section 15.

8. How to pay for postage and other services

8.1 Of the services contained within this Scheme the following are provided (as long as specific requirements are met) free of charge:

- Articles for the Blind
- Petitions and Addresses to the Sovereign
- Petitions to Parliament & Assemblies
- Poste Restante

The specific requirements for these services are set out in sections 20 to 23 below of this Scheme.

8.2 The other services that are contained in this Scheme require payment for **postage**. These services are:

- First Class (with and without the Recorded Signed For™ add-on)
- Second Class (with and without the Recorded Signed For™ add-on)
- Standard Parcels
- Special Delivery™

The specific requirements for Recorded Signed For™ and Special Delivery™ are set out below in sections 18 & 19 of this Scheme.

8.2.1 The services listed above in 8.2 can be paid for by applying postage stamps, **postage labels** (which can be generated by our on-line postage applications or by Post Office® branches) or by use of a franking machine⁵.

8.2.2 First Class and Second Class services (both either with or without the Recorded Signed For™ add-on) and Special Delivery™ can also be purchased using a credit account.

8.3 Stamps can be purchased from us online from our website (www.royalmail.com), from Post Office® branches or from a wide variety of other high street retailers. When postage is purchased from a Post Office® branch it often takes the form of a postage label if it is for anything but the first weight band. Similar postage labels are also available from our online postage tool and through our computer applications (e.g. **SmartStamp**®) which you may subscribe to or sign up for.

8.4 A franking machine allows money to be credited onto it. Postage for items is then paid for, from this credit, on an item by item basis.

There is a wide range of franking machines which can either be leased or bought from franking manufacturers. If you use a franking machine you must abide by the terms and conditions that are contained within a separate Scheme document called Royal Mail Scheme For Franking Letters And Parcels 2008 (which is published on our website (www.royalmail.com)) as well as the terms and conditions contained in this Scheme document.

8.5 A credit account allows you to **post** items without pre-payment. You are sent an invoice requesting payment for the items we have conveyed in the preceding period of time. If you set up a credit account with us you must abide by the terms and conditions that are contained within documents called the Royal Mail General Terms & Conditions and the Royal Mail Account Terms (both which can be found on our website (www.royalmail.com)) as well as the terms and conditions contained in this Scheme document.

9. How to work out how much postage to pay

9.1 For the services listed in this Scheme that are not free the amount of postage that you must pay is dependent on several factors. The first is how quickly you would like the item to arrive (the service), the second is what weight the item is (the weight) and the third is how much compensation is required in the event of loss or damage. For items sent using the First & Second Class services the amount of postage payable also varies by format (i.e. shape, size & weight).

9.1.1 We aim to deliver a Special Delivery™ Next Day item by 1pm the next **working day** after it has been **posted**. Please note that exemptions do apply in certain circumstances. All Special Delivery™ items are priced by service and by weight. Compensation for loss or damage is available on the basis of **actual loss** of up to the maximum of the **market value** of the item or £500 (whichever is the lower) comes as standard. Special Delivery™ is available with enhanced compensation options. Further add on services can also be purchased with Special Delivery™ such as a Saturday Guarantee or Consequential Loss for additional **service fees**. Further specific details, including compensation, exemption and suspension information, can be found in sections 16.7.4 & 19 below and on the Special Delivery™ website (www.royalmail.com).

9.1.2 We aim to deliver:

- A First Class item the next working day after it has been posted.
- A Second Class item within three working days after it has been posted.

Items which do not exceed 100g in weight and 240mm by 165mm by 5mm in size are deemed to be **Letters** for pricing purposes.

Items which exceed 100g or 240mm by 165mm by 5mm (in any one or more of the three dimensions) but do not exceed 750g and 353mm by 250mm by 25mm are deemed to be **Large Letters** for pricing purposes.

Items which exceed 750g or 353mm by 250mm by 25mm (in any one or more of the three dimensions) are deemed to be **Packets** for pricing purposes.

9.1.3 Recorded Signed For™ can be purchased with First Class & Second Class for an additional service fee. Further details of how the Recorded Signed For™ add on works can be found in section 18 below. Compensation for loss or damage is available on the basis of actual loss up to the maximum of the market value of the item or £46 (whichever is the lower) comes as standard.

9.1.4 We will aim to deliver a Standard Parcels item within 3 to 5 working days⁶ after it has been posted. All Standard Parcels items are priced by weight only. No add on services are available. Compensation for loss or damage is available on the basis of actual loss up to the maximum of the market value of the item or £46 (whichever is the lower) comes as standard.

9.2 To help you find the best service for your needs and budget we provide a price finder tool on our website (www.royalmail.com). Prices and other pricing information can also be found in other locations on the same website (such as product specific pages) including in a Pricing document with all pricing information for the services mentioned in sections 9.1.1 to 9.1.4

9.3 We may change the rates of postage and service fees from time to time. Changes to postage rates & service fees and the date on which the changed rates and fees will come into effect will be published at least one month (or whatever period of time agreed by us with our regulator, Ofcom) in advance on our website (www.royalmail.com).

10. How to show that an item has had postage paid

10.1 You must show us that postage for an item has been paid for (where it applies) so that we can convey it without delay. Payment is demonstrated by the application of a **postage mark** to the item. The manner in which payment of postage can be shown depends on the method of payment used. Section 8 above set out the most common ways of applying a postage mark (postage stamps, postage labels,

service fee labels, franking marks, marks created by online applications such as SmartStamps®, **Printed Postage Impressions** (PPIs) etc). In addition a postage mark may be fixed, printed, impressed, embossed or otherwise shown on the envelope or cover of an item as we may specify or approve.

10.2 Postage marks must be applied to the top right hand corner of the envelope or cover of the item unless we specify otherwise. If the item is spherical or without corners the postage mark should be placed above and to the right of the address.

10.2.1 A postage mark that is damaged or imperfect, has been defaced or has anything written or printed over it becomes void and cannot be used to show that postage has been paid.

10.2.2 You can use an adhesive postage stamp which has been perforated by means of a punch provided that the perforation holes are smaller than the holes dividing one stamp from another on a sheet of stamps.

10.2.3 Postage marks can be used only once and then they become void and must not be re-used to pay postage on the same or another item.

10.2.4 Any postage mark that carries an expiry time and/or date will become void from that time and/or date and cannot be used to show that postage has been paid after that time and/or date.

10.3 If you use a franking machine you must apply a franking mark to the cover of the item as set out in the Royal Mail Scheme For Franking Letters And Parcels 2008 (which is published on our website (www.royalmail.com)) and according to any guidelines that we publish on our Franking help centre website (www.royalmail.com).

10.4 If you make use of a credit account you must apply a Printed Postage Impression (PPI) in accordance with the PPI Licence, the PPI design notes and any guidelines that we publish on our website (www.royalmail.com).

11. Other requirements relating to the address on the cover of an item

11.1 Section 7 set out how to address an item and section 10 set out how payment can be indicated. There are some further things that must be considered with regard to the cover of the item so that we can efficiently convey the item without delay.

11.2 An item must not have on its cover:

- 11.2.1 anything which obscures the postage mark
- 11.2.2 anything which is likely, in our opinion, to make it difficult for us to apply a **postmark** to the cover
- 11.2.3 anything which, in our judgement, is likely to make the postmark illegible
- 11.2.4 any counterfeit or fake postage mark
- 11.2.5 any postage mark which we consider may have previously been used to pay postage
- 11.2.6 signs, words or marks, used without official permission, which could indicate that the item was sent on Her Majesty's Service or was conveyed and delivered by us
- 11.2.7 any signs, words, images or designs which are offensive, obscene or indecent

11.3 An item must not be made up in any way or have anything on its cover which, in our judgement makes it difficult or embarrassing to deliver the item.

11.4 A postage mark must not be attached to an item using staples, sticky tape, or any other means that we do not approve.

12. How to hand over (or post) an item

12.1 All items sent using a service provided through this Scheme can be posted in the following ways.

12.1.1 By handing it to an authorised member of staff at a Royal Mail building (typically a Delivery Office, Enquiry Office or Mail Centre) as long as we consider it feasible to do so.

12.1.2 By handing it to an authorised member of staff at a Post Office® as long as considered feasible to do so.

12.1.3 By Business Collection (typically a paid for extra service where we collect the mail from a **business** customer's premises. Business Collections are not covered by this Scheme).

12.1.4 Or in any other manner which we may approve.

12.2 In addition the following services:

- First Class (without Recorded Signed For™ added)
- Second Class (without Recorded Signed For™ added)
- Standard Parcels
- Articles for the Blind

can be posted in the following ways:

12.2.1 by placing it in a post box (typically a red (or very rarely gold) post box on the street)

12.2.2 by placing it in a **private post box** (typically a post box contained with a shop or other private premises).

12.2.2.1 An item placed in a private post box will be deemed to have been posted when collected by us and not before.

12.3 An item that has had postage paid by a franking machine must be posted in accordance with the Royal Mail Scheme for Franking Letters and Parcels 2008 which is published on our website (www.royalmail.com).

12.4 Items sent through the First and Second Class services (with or without the Recorded Signed For™ add on) and via the Special Delivery™ service that have been paid for with a credit account must be separated out for posting by

- (i) class,
- (ii) format (if appropriate to the service) and
- (iii) service

and presented to us in trays, bags, pouches or other containers supplied by us and also in accordance with any conditions set out in the PPI Licence.

12.5 Articles for the Blind sent by a business must present items separate to but in the same manner (as required by section 12.4 above) and at the same time as any items which are posted using a credit account.

12.6 All items must be posted by the latest acceptance time that we determine and advertise or agree with you (as appropriate to the method of posting). Items posted after that latest acceptance time will be considered to have been posted the following working day.

13. How we will treat items that do not meet the requirements set out in this scheme

13.1 Once an item has been posted we may carry out checks on that item.

13.2 If an item is found not to meet the conditions set out in this Scheme or an item is found that indicates that insufficient (or no) postage and/or service fee has been paid for the service requested, we may decide at our discretion to do one of the following things set out below within a reasonable period of time.

13.2.1 Deliver the item to the address shown by the service requested.

13.2.2 Deliver the item to the address shown by an alternative service that we determine to be appropriate. In these situations the conditions of the service used to convey the item will apply.

13.2.3 Convey the item part of the way and inform the addressee that an item can be collected from a specified location (normally a Royal Mail Enquiry Office) by the addressee or their representative.

13.2.4 Treat the item as undeliverable. Details of how we may deal with undeliverable mail can be found in [section 15](#).

13.2.5 Return the item to you.

13.2.6 Refuse to accept it.

13.2.7 If none of the above courses of action are possible we may deal with or dispose of the item at our discretion.

In all cases we may not accept any liability for that item. This provision also applies to items which have been found either in a Post Office® branch or on Royal Mail premises and which appears intended for posting.

13.3 In each case set out in sections 13.2 we may require the addressee or you to pay an amount (to be fixed by us in order to cover additional costs) before the item is delivered or released for collection.

13.3.1 In the event of underpaid or unpaid postage and/or service fees the amount due may include a surcharge in addition to the underpaid or unpaid postage to cover administrative costs.

13.3.2 Where the amount due is not paid the item may be dealt with or disposed of at our discretion.

13.4 In each case set out in sections 13.2.4 to 13.2.7 we may additionally require you or your representative to pay an amount (to be fixed by us) to cover the costs of returning, dealing with or disposing of the item.

14. Additional marks

14.1 In the course of conveying an item we (or someone authorised by us) may alter the look of the cover of that item. Most usually this is by the addition of a postmark which shows that a stamp has been used and prevents it from being used again. A postmark may also contain an advertising or informative image. We may apply the postmark in any manner we consider appropriate. It is important to note that we may apply any form of postage mark (an image that denotes payment), impression, image, sticker, label or other device we consider suitable for any other postal purpose we consider appropriate.

14.2 We may also charge you a fee (to be fixed by us from time to time) and published on our website (www.royalmail.com) for cancelling postage marks with a special postmark including one that incorporates an advertisement, at your request.

15. Delivery including undeliverable and re-posted (Return to Sender) items

15.1 We will attempt to deliver items that meet the conditions for the relevant service set out in this Scheme.

15.2 Some items require a signature at the point of delivery and some are too large to fit through a letter box. In these situations someone needs to be present at the address to take delivery of the item.

15.2.1 If no one is available we may attempt to deliver the item to a neighbour. Please note that we will never attempt to deliver an item to a neighbour if it is a Special Delivery™ item or it is an item sent using a service provided under this Scheme and is **Social Security post**⁷.

15.2.2 If a neighbour is available to take delivery of the item we will leave the item with that neighbour and leave a card at the address that the item was addressed to. That card will inform the addressee (or their representative) that an item is (or items are) being held by a neighbour for them and provide the address details for that neighbour and the date and the time that the item was left with the neighbour.

15.2.3 If an addressee does not want their items to be delivered to a neighbour or does not want to take items for neighbours they can opt out of the Delivery to Neighbour service, free of charge, by registering their wish to opt out in such a way as Royal Mail may reasonably require from time to time.

15.2.4 If a neighbour is not available to take delivery of the item, or the addressee has opted-out and does not want their items to be delivered to a neighbour or to take items for neighbours, we will take the item back to the Delivery Office or an alternative location such as a Post Office® branch. We will leave a card at the address that the item was addressed to.

15.2.5 The card that is left at the address will inform the addressee (or their representative) that we attempted to deliver an item or items and will offer the addressee (or their representative) one or more of the following opportunities:

15.2.5.1 to request that the item be redelivered to the same address.

15.2.5.2 to request that the item be redelivered to an alternative local⁸ address. Please note that this option is not available with Special Delivery™ items or any item sent using a service provided under this Scheme and is Social Security post

15.2.5.3 to collect (after the required period of time stated on the card has elapsed to allow for the item to reach that location and once identification has been provided that we deem to be suitable) the item from the Delivery Office or the alternative location such as a Post Office® branch to which the item was taken back to

15.2.5.4 to request that the item be sent from the Delivery Office or other location (other than a Post Office® branch) to a Post Office® branch for collection. This service is called Local Collect (Social) and incurs an additional fee. When collecting the item the addressee (or their representative) must provide the card that was left at the address and identification that we deem acceptable. Further details including the current fee and identification requirements can be found on our website (www.royalmail.com)

15.3 We may decide not to deliver an item which we consider impracticable or unreasonable to deliver. Such an item is referred to in this Scheme as undeliverable. We may consider an item to be undeliverable if we are of the opinion that:

15.3.1 following a failed first delivery attempt, the addressee has not taken advantage of any of the opportunities set out in 15.2.5 within the advertised holding period

15.3.2 following a failed first delivery attempt, we are required, by law to return an item immediately to you (e.g. Royal Mail's obligations in relation to Social Security Post)

15.3.3 the address is unsafe or unsecure or if no delivery point has been provided, or if access to the delivery point has been prevented or impeded

15.3.4 the address to which the item is to be delivered is not permanently occupied⁹

15.3.5 the item is not fully and correctly addressed in a manner which includes all the elements of the address (including the full postcode), written clearly on the front or on a label securely attached to the front of the cover (or otherwise in a manner such that the address is clearly visible in its entirety as if it had been written on the front of the cover)

15.3.6 the address is illegible

15.3.7 the health and safety of any individuals may be put at risk

15.3.8 for any other reason, we form the opinion that it is impracticable or unreasonable to deliver the item

15.4 Where an item is undeliverable and:

15.4.1 your name and your address (as long as it is in the United Kingdom, the Channel Islands or the Isle of Man) are legible on the cover, we may return the item to you unopened.

15.4.2 the item was originally paid for by franking machine or by using a credit account and your name and address are (a) not on the cover or (b) they are illegible or (c) your name and address are legible on the cover but the address is outside the United Kingdom, the Channel

Islands or the Isle of Man, then the item may be dealt with or disposed of at our discretion.

15.4.3 the item was not originally posted as a franked item and your name and address are (a) not on the cover or (b) they are illegible, then the item may be opened. If your name and address are legible inside, the address is in the United Kingdom, the Channel Islands or Isle of Man, and the item does not consist solely of advertising material, newspapers or magazines, then the item may be returned to you. Otherwise the item may be disposed of at our discretion.

15.5 We will not charge any additional postage or fee for returning an undeliverable item but you or your representative may have to pay any other fees (e.g. surcharges or customs charges) that apply. If any applicable fee is not paid, the item may be dealt with or disposed of at our discretion.

15.6 Return to Sender - We will return an item to you from the delivery address, if the following conditions are all met – i.e. the item:

- was originally posted using a service set out in this Scheme and
- is re-posted by the addressee or any other person for any reason and
- with the original address crossed out and
- with a clear instruction to return the item to you written on the cover and
- with the return address written fully, correctly and legibly on the cover and
- the return address is in the United Kingdom, the Channel Islands or the Isle of Man.

15.7 Forwarding – unofficial redirections – We are not under any obligation to do anything with an item that someone requests to be forwarded to another address other than the return to sender address on the cover. We consider these unpaid for, forwarding requests to be a form of unofficial redirections request. Typically in this situation the original address is crossed out and a written request (e.g. “please forward to”) is made on the cover to forward the item to another address. This is normally attempted in order to try to get the item to the addressee who has moved to another address. In these situations the person moving should take out a Redirection service with us or provide pre-paid stationery. If we find an item that someone has requested be forwarded to another address then the item may be dealt with or disposed of at our discretion.

16. Compensation – what we are liable for

16.1 The vast majority of items arrive safely on time. But, in a tiny fraction of cases items may be lost, damaged or delayed. In these situations we may refund postage and/or service fee and award compensation. Where we do not do what we were paid to do (e.g. gain a signature) a refund of the fee paid for that service may be payable by us. This section provides details as to:

- what items qualify for refunds and compensation,
- what compensation is available and
- how and when claims need to be made.

16.2 We will accept liability, may refund postage and/or service fees and may pay compensation for the **loss** of, **damage** to, **part loss** of or delay of an item posted under this Scheme, unless that item:

16.2.1 is considered by us to be undeliverable (as set out in section 15.3 above)

16.2.2 is one that has been successfully delivered but subsequently made the subject of a Return to Sender request (as set out in section 15.6 above)

16.2.3 is considered by us to be subject to a forwarding or unofficial redirection request (as set out in section 15.7 above)

16.2.4 has not fully meet all of the conditions set out in this Scheme (as mentioned in section 13.2)

16.2.5 is considered by us to indicate that insufficient (or no) postage and/or service fee has been paid for the service requested (also as mentioned in section 13.2 above)

16.2.6 is one which we have dealt with or disposed of at our discretion as mentioned under any section of this Scheme

16.2.7 is one that contained prohibited items (as set out in section 5.2 above)

16.2.8 is one that contains restricted items and the requirements for the acceptance of those items have not been met (as set out in section 5.6 above)

16.2.9 is one that was sent using the Standard Parcels service and has been lost or damaged that contains:

- real fur,
- antiques, or
- postage marks

or is one that has been damaged and contains:

- ceramics (such as ornamental and decorative china and porcelain) including those items which have ceramic components,
- glassware (including those items which have glass components).

16.2.10 is one that is being sent by post in contravention of section 85 of the Postal Services Act 2000 (as amended), which essentially means any item that may damage another item or injure anyone handling that item. Also an item that contains or shows on its cover an indecent or obscene image

16.2.11 is subject to circumstances where the event leading to the claim was caused by situations outside our control including exceptionally severe weather conditions, acts of terrorism and vandalism and acts of third parties with whom we have no contractual relationship

16.2.12 is one where the loss, damage or delay is due to a latent or inherent defect or natural deterioration

16.2.13 is one that we do not believe has suffered damage or delay solely as a result of its transmission through the post. In particular where the cover does not appear to us to have suffered damage consistent with the damage caused to the contents of that item

16.2.14 is one where the damage was pre-existing, that is, where the item was already damaged when it was posted

16.2.15 is one which has been re-directed to an address in the Channel Islands or the Isle of Man

16.3 For clarity where an item falls into one of the categories listed in 16.2.1 to 16.2.15 then we will not accept liability, will not refund postage and/or service fees or pay compensation for the loss of, damage to or delay of that item.

16.4 In addition to 16.3 we will only accept liability, may refund postage and/or service fees and may pay compensation where the loss, damage or delay is due to any wrongful act done, or any neglect or default committed by a member of staff or agent of Royal Mail while performing or purporting to perform his functions as such in relation to the receipt, conveyance, delivery or other dealing with the item.

16.5 In addition to 16.3 and 16.4 we do not accept liability, will not refund postage and/or service fees or pay compensation for loss, damage or delay to an item where the loss, damage or delay is caused by your own act or omission in the course of either preparing to post or actually posting the item.

16.6 For the avoidance of doubt we will not accept liability, will not refund postage and/or service fees or pay compensation for loss, damage or delay to an item where the item was posted with, or handled by another postal operator or third party (other than a neighbour who has taken in an item under the delivery to neighbour arrangements mentioned in section 15.2 in which case the same compensation arrangements apply as they do for any item that was successfully delivered first time).

What determines compensation payable

16.7 The amount of compensation that is payable depends on a number of factors including:

- The service used,
- The nature of compensation being sought (that is, is it for loss, damage or delay?),
- The evidence that can be provided and
- The value of the item.

16.7.1 Compensation is available for items sent using the following services

- First Class (with and without Recorded Signed For™ added)
- Second Class (with and without Recorded Signed For™ added)
- Special Delivery™
- Standard Parcels
- Articles for the Blind

16.7.2 In addition to the information contained in this Scheme we publish a policy for each type of compensation which can be found through the following links. These policies may be updated from time to time and the latest versions will always be published on our website (www.royalmail.com).

Royal Mail's retail compensation policy for loss
 Royal Mail's retail compensation policy for damage
 Royal Mail's retail compensation policy for delay

Claims and evidence

16.7.3 We will only consider a claim for loss, damage or delay compensation where the minimum **basic evidence** is available and provided. Where only basic evidence is provided and the item is one which we accept liability for or has no **intrinsic value** we will refund the postage paid or issue six 1st class stamps¹⁰ whichever is the higher in value for loss or damage (or part loss).

16.7.4 To claim loss or damage compensation for the intrinsic value of the item **additional evidence** is required as well as the basic evidence. Details regarding what additional evidence is made up of are set out in 16.7.4 below.

Basic evidence is made up of all of the following:

16.7.4.1 the names and addresses of you, the addressee and, if different, the claimant

16.7.4.2 the name of the service used

16.7.4.3 the value of the postage paid and method of postage, e.g. stamps, franking impression, Smartstamp[®]. If the value of the postage paid is greater than the value of six 1st class, letter format, stamps (at the first weight step) then evidence of postage paid should be provided which could be product documentation, a certificate of posting or a receipt

16.7.4.4 the place of posting

16.7.4.5 the date of posting

16.7.4.6 the basis for asserting the posting details and product used (such as date of postmark or certificate of posting (if available)). For Special Delivery[™], Recorded Signed For[™] and Standard Parcels with enhanced compensation (which was only available until 29th April 2012), the product documentation provided to you when posting the item (i.e. certificate of posting or receipt).

16.7.4.7 a detailed description of the contents

16.7.4.8 in addition, for damage (or part loss) and delay claims the date of delivery, and

16.7.4.9 in addition, for damage (or part loss) claims a description of the packaging and condition of the mail item itself.

16.7.5 As mentioned in section 16.7.4 above in order to claim loss or damage compensation for the **actual loss** of the item additional evidence is required.

Please note that, when claiming for actual loss, there is a cap on the amount of compensation that can be paid. For Special Delivery[™] it is the lower of market value or £500 (or £1,000 or £2,500 if enhanced compensation has been purchased). For all other services listed in 16.7.1 it is the lower of market value or £46. Details are summarised in Tables 1 & 2 on page 21 of this Scheme.

16.7.5.1 Additional evidence is made up of evidence of posting and evidence of value.

16.7.5.1.1 Evidence of posting can be

- Any original Certificate of Posting (provided automatically for Recorded Signed for[™] items and Special Delivery[™] and available on request and free of charge at Post Office[®] branches for other items),
- Original Smartstamp[®] or on-line postage certificate of posting validated at a Post Office[®] branch,
- Or for damage (or part loss) claims the item with cover and packaging, showing the postage paid as well as the original Certificate of Posting if provided as part of the service purchased (i.e. Recorded Signed For[™] and Special Delivery[™]).

16.7.5.1.2 Evidence of value can be:

- Original receipts;
- Bank or credit card statements;
- PayPal records;
- Invoices;
- Manufacturing costs;
- Auctioneers valuations;
- Repair quotations

This list is not exhaustive. It is provided for illustrative purposes. All evidence of value must be originals and not copies. You are advised to make copies before sending us originals.

16.7.5.1.3 In addition to information set out in 16.7.5.1.1 - 2 for eBay claims you must also include the following:

- item sale page and PayPal or bank/credit card statement and
- eBay item number

16.7.6 Please note that all of the packaging and contents of damaged items or items subject to part loss must be retained as we may need to inspect them. If they are not retained then compensation may not be paid.

16.7.7 We may at any time request additional documentation and/or information from the claimant, sender or recipient to protect against unwarranted or duplicate claims. This includes, but is not limited to, a declaration of non-receipt (or proof of non receipt in appropriate cases).

Table 1 - Refunds and compensation available for loss, damage & part loss for items conveyed using First Class, Second Class (both with and

without Recorded Signed For[™], Standard Parcels & Articles for the Blind

	Loss	Damage and Part Loss
Item has no intrinsic value	Postage refund (a minimum 6 x First Class letter format stamps at their basic weight step.)	6 x First Class letter format stamps at their basic weight step.
Item has intrinsic value (with basic evidence only)	Postage refund (a minimum 6 x First Class letter format stamps at their basic weight step.)	6 x First Class letter format stamps at their basic weight step
Item has intrinsic value (with additional evidence)	Postage refund, plus compensation on basis of the customer's actual loss. This compensation is subject to the maximum payable being the lower of the market value of the item and £46.	Postage refund, plus compensation on basis of the customer's actual loss. This compensation is subject to the maximum payable being the lower of the market value of the item and £46.

Table 2 - Refunds and compensation available for delay for First Class, Second Class (both with and without Recorded Signed For[™]), Standard Parcels, Articles for the Blind and Special Delivery[™] Next Day

Delay	Compensation payable
First Class, Second Class (both with and without Recorded Signed For [™]), Standard Parcels & Articles for the Blind	6 x First Class letter format stamps at their basic weight step.
Special Delivery [™] Next Day	A refund of your Special Delivery [™] postage if your item arrives later than the due time of delivery. Compensation of £5 if the item is delivered more than 24 hours (Mon-Fri) after the guaranteed time. Or £10 if delivered 7 or more working days (Mon-Fri) after the guaranteed time. Additional evidence of posting is required

Making a claim

16.8 This section sets out some details for making a compensation claim. The full process for making a claim is set out on our website (www.royalmail.com). We may reject claims that do not follow that process.

16.8.1 Claims should be made by you or the intended recipient of the item. However we will only make a payment once in respect of any item.

16.8.1.1 If you and the intended recipient both make a claim for the same item, then only you will have a right to compensation, unless a compensation payment has already been made to the recipient, in which case you will have no right to compensation.

16.8.2 Any loss, damage (or part loss) and delay claims must be made as soon as possible after the incident to help us investigate. Claims must be made by the deadlines set out below.

16.8.2.1 Please note that loss claims can only be made if the item has not been delivered (or had delivery attempted) 15 or more working days after the **due date** (10 working days for Special Delivery[™] items).

16.8.2.2 All loss and damage (or part loss) claims must be made within 80 calendar days of the date of posting for all services covered by this Scheme.

16.8.2.3 Claims for delay relating to items posted using any of the First Class and Second Class (both with and without Recorded Signed For[™] added, Standard Parcels or Articles for the Blind services will only be considered valid by us if the item has not been delivered or no attempt has been made to deliver the item within 3 working days of the due date. An extra working day is added if items are posted during the **Christmas and New Year period**. If an item has been redirected using our Redirection[™] service then the period is 6 working days instead of 3; during the Christmas & New Year period this is extended to 8 days.

Table 3 – Due date and qualifying days to be used for determining when an item may be considered delayed outside of the Christmas and New Year period

Service	Due date	Delay if delivered
First Class (with and without Recorded Signed For™) & Articles for the Blind	Next working day after posting	3 or more working days after due date. 6 or more working days after due date if redirected item.
Second Class (with and without Recorded Signed For™) & Standard Parcels		

16.8.2.4 Claims for delay relating to items sent using the Special Delivery™ service will only be considered valid by us if the item has not been delivered or no attempt has been made to deliver the item within 24 hours of the due date. This applies all year round. If an item sent using the Special Delivery™ service arrives 7 or more working days after the due date then we will make a payment for substantial delay in addition to a postage refund. Special Delivery™ items which have been redirected by our Redirection™ service are not eligible for delay compensation.

16.8.2.5 All delay claims must be made within 3 months of posting by you and within one month of delivery (or attempted delivery) by the addressee. We will not accept any liability or responsibility for claims made after this time periods. Please note that any claims for refunds relating to Special Delivery™ on the basis that the item sent using that service did not arrive by the specified time must be made within 14 days of posting.

16.8.2.6 In respect of claims for the loss and delay of items conveyed to addressees which have been exempted from a daily delivery obligation by our regulator, Ofcom, the assessment of lateness in paragraph 16.8.2.1 and the assessment of when an item is considered delayed in paragraph 16.8.2.3 and 16.8.2.4 shall apply on a case by case basis.

16.8.3 All claims should be made using the correct claim form which is available to download from our website (www.royalmail.com) and can be collected from Post Office® branches. By using the correct claim form we can process your claim as quickly and effectively as possible.

16.8.4 The claim form needs to be completed as fully as possible, signed and dated by the claimant before being sent to us. Remember that in order to claim loss or damage compensation for actual loss of the item some additional evidence is required and should be sent in with the claim form.

16.8.4.1 If additional evidence cannot be provided then only a postage refund or stamps can be considered.

16.9 No compensation or other payment will be paid by us for loss or damage claims not made within 80 days of the date of posting and not made in full compliance with the requirements of this Scheme.

16.10 No compensation or other payment will be paid by us for delay claims unless the claim is made within 3 months of posting by the sender or 1 month of receipt by the recipient and unless the claim is made in full compliance with the requirements of this Scheme.

17. Additional terms & conditions for some services

17.1 The terms and conditions set out in sections 5 to 16 apply to all items. These are referred to in this Scheme as the **common terms**. Some services that we offer have additional terms and conditions that are specific to those services. The additional terms are known as the **specific terms** in this Scheme and are contained in the sections below. There is a section each for:

- Recorded Signed For™ and Proof of Delivery (section 18)
- Special Delivery™ (section 19)
- Articles for the Blind (section 20)
- Petitions and Addresses to the Sovereign (section 21)
- Petitions to Parliament & Assemblies (section 22)
- Poste Restante (section 23)
- Items sent between the United Kingdom and the Channel Islands and the Isle of Man (section 24)

17.2 When using a service listed in section 17.1 then the specific terms must be complied with in addition to the common terms. Where the specific terms conflict with the common terms then the specific terms should be followed as they take priority over the common terms.

17.3 In addition to the common & specific terms contained within this Scheme other terms and conditions may exist for some services. For example in section 10 above we mentioned that customers using a franking machine must abide by the Royal Mail Scheme For Franking Letters And Parcels 2008 and according to any guidelines that we publish on our Franking help centre website (www.royalmail.com). Also, customers who make use of a credit account must abide by the PPI Licence, the PPI design notes and any guidelines that we publish on our website. Such terms and conditions may be contained in

application forms, licences, or any other document issued or authorised for issue by us and all may be updated from time to time.

18. Recorded Signed For™ & Proof of Delivery

18.1 Recorded Signed For™ is a service that can be bought with and added to either First or Second Class services. The addition of Recorded Signed For™ means that the item will only be delivered to an addressee or their representative once a signature or similar proof of delivery has been gained. Please note that Recorded Signed For™ is not a tracked service; it simply provides a way of gaining the service called Proof of Delivery.

18.2 Recorded Signed For™ should not be confused with Special Delivery™ which is highly secure, fully tracked and offers next day delivery, a money back guarantee and is to be used for valuables.

18.3 You must apply (or must ensure someone else applies) a fully completed Recorded Signed For™ label securely to the cover of the item to which Recorded Signed For™ has been added in a manner and position specified by us.

18.4 Upon delivery of an item with Recorded Signed For™ added the addressee or their representative must sign (or otherwise provide some form of proof of delivery as we may specify). Where such a signature or proof of delivery is refused to be provided to us then the item may be dealt with or disposed of as we consider appropriate. Please note that the representative could be someone else at the delivery address or a neighbour.

18.5 You may request that our Customer Services provide you with a copy of the signature of the recipient of the Recorded Signed For™ item that was obtained when it was successfully delivered. This service is called Proof of Delivery and we may charge you an administration fee the value of which can be found on our website (www.royalmail.com). This service is available up to 3 months after the date that the item was posted. If we are unable to provide a copy of the signature or proof of delivery (and cannot show that this was due to a refusal to provide one upon delivery) then we will refund the Recorded Signed For™ service fee but not the underlying postage paid for the First or Second Class service.

18.6 You may also obtain proof that the item to which Recorded Signed For™ was added was successfully delivered free of charge from our website (www.royalmail.com) up to 12 months after the item was posted. Please note that we will only refund the Recorded Signed For™ service fee if a claim is made within 3 months of the item being posted.

19. Special Delivery™

19.1 Special Delivery™ Next Day¹¹ is a service that can be bought on its own. It offers next day delivery by 1pm to most of the UK with online tracking and proof of delivery. We will attempt to deliver a Special Delivery™ Next Day item by 1pm the next working day after it has been posted. If we do not succeed in attempting to deliver by this time we will refund your postage (see below). Please note that some destinations, redirected items and addresses where no one is available to accept the item are exempt from this money back guarantee. Please also note that we may suspend the money back guarantee from time to time for exceptional reasons (e.g. extreme weather). More information including an up to date list of UK destinations that aren't covered by the 1pm guarantee can be found on our website (www.royalmail.com).

19.2 Special Delivery™ Next Day also offers a Saturday Guarantee add on for items posted on a Friday and the ability to purchase cover for Consequential Loss. Both are discussed further in sections below. The Special Delivery™ item will only be delivered to the delivery address once a signature or similar proof of delivery has been gained. Special Delivery™ is our only service with tracking that is offered under this Scheme. Recorded Signed For™ does not offer tracking; it simply provides a way of gaining proof that an item has been accepted at a Post Office® branch and delivered.

19.3 You must apply (or must ensure someone else applies) a fully completed Special Delivery™ label securely to the cover of a Special Delivery™ item in a manner and position specified by us.

19.4 Upon delivery of a Special Delivery™ item the addressee (or their representative) must sign their name (or otherwise provide some form of proof of delivery as we may specify). Please note that the person who signs for the item may not be the addressee; it could be anyone at the delivery address. Where such a signature or proof of delivery is not provided to us then the item may be dealt with or disposed of as we consider appropriate.

19.5 You may request that our Customer Services provide you with a copy of the signature of the recipient of the Special Delivery™ item that was obtained when it was successfully delivered. This service is called Proof of Delivery. This service is available up to 3 months after the date that the item was posted. If we are unable to provide a copy of the signature or proof of delivery (and cannot show that this was due by a refusal to provide one upon delivery) then we will refund the postage paid.

19.6 You may also obtain proof that a Special Delivery™ item was successfully delivered free of charge from our website up to 12 months after the item was posted. Please note that where we fail to give you Proof of Delivery we will only refund postage if a claim is made within 3 months of the Special Delivery™ item being posted.

19.7 Special Delivery™ items posted on a Friday are due for delivery the following Monday¹² (or next working day following a Bank Holiday). Saturday Guarantee can be purchased for an additional service fee at a Post Office® if delivery on the Saturday rather than the Monday is required. The exemptions and suspensions previously mentioned in 19.1 still apply¹³; information can be found in on the Special Delivery™ website (www.royalmail.com).

19.8 As mentioned in 16.7.5 Special Delivery comes with compensation of up to the lower of market value or £500 for loss or damage (or part loss). The purchase of enhanced compensation for an appropriate additional service fee increases the maximum limit up to £1,000 or £2,500. These limits do not include cover for consequential loss. Consequential loss is the loss that occurs from failure of the Special Delivery service beyond the loss or delay of or damage to an item. For instance the loss of some legal contractual documents may lead to additional financial loss. Our Consequential Loss service is an add on service that will provide additional compensation if things go wrong. It is available for an additional service fee from a Post Office® branch. It is not available for items being sent to the Channel Islands, Isle of Man or HM Forces (also known as BFPO) addresses.

19.8.1 Claims for consequential loss must be made within 14 days of the day the item was posted.

19.8.2 Claims for consequential loss can only be made by you, as the sender of the item, for the loss you have incurred which is over & above and wholly distinct from the actual value of the contents of the Special Delivery™ item.

19.9 If we find an item which has not met the conditions laid out in this Scheme for a Special Delivery™ item but which either

- has 'Special Delivery' written on it, or anything which suggests that the item is intended to be sent via Special Delivery™ or
- is found to contain valuables,

then we will treat it as a Special Delivery™ item.

19.9.1 In either case, if the item is treated as a Special Delivery™ item, you or the addressee will be charged the appropriate postage for that service. If the fee is not paid the item may be dealt with or disposed of at our discretion.

20. Articles for the Blind

20.1 Articles for the Blind is a free of charge, next day service for the conveyance of items that contain particular items that are of use to blind people.

20.2 In this Scheme **blind people** and **the blind** means

20.2.1 persons registered as blind under the provisions of the National Assistance Act 1948 or

20.2.2 persons whose standard of close-up vision, with spectacles, is N12 or less.

20.3 Articles for the Blind can be used to convey items to or from blind people that contain any of the following items:

20.3.1 books, papers and letters which are specifically prepared for use by blind people. Standard or large print items may only be sent using the Articles for the Blind service if, in our reasonable opinion, they fall within this definition and the font size is at least 16 points in size

20.3.2 papers sent to anyone to be specially prepared or impressed so that blind people can use them

20.3.3 relief maps

20.3.4 machines, frames and attachments for making impressions for blind people to use

20.3.5 writing frames and attachments

20.3.6 Braille instruction manuals

20.3.7 any other item that we determine to be allowable as listed on our website

20.4 Articles for the Blind can be also used to convey items between blind people and specific organisations or institutions (which are pre-approved by us) that cater for blind people that contain any of the following items:

20.4.1 games (including card games)

20.4.2 mathematical appliances and attachments

20.4.3 'talking books' and 'talking newspapers', which are recordings of readings from printed sources, such as books, journals, newspapers, periodicals or similar publications

20.4.4 equipment used to play talking books and newspapers

20.4.5 metal plates impressed or sent for impressing for use by blind people

20.4.6 supplies of covers, envelopes and labels for sending articles for use by blind people

20.4.7 watches, clocks, timers, tools and measuring equipment designed for blind people to use

20.4.8 walking sticks adapted for blind people

20.4.9 harnesses for guide dogs

20.4.10 computer disks and CDs which have been prepared for blind people and do not contain information which can be read without specially prepared encryption software

20.4.11 any other item that we determine to be allowable as listed on our website (www.royalmail.com)

20.5 Any item must meet the conditions set out below and we may inspect each item to ensure it meets the conditions set out below. In particular we may open every item:

20.5.1 It must weigh less than 7 kilograms

20.5.2 It must clearly show the words 'ARTICLES FOR THE BLIND' on the front of the cover along with your name and address somewhere on the cover where it can't be confused with the destination address (preferably on the back of the item). If sent through a Post Office® branch a label must also be applied which is known as a P4558.

20.5.3 It must be left un-sealed so the contents can be checked to make sure they are permissible as listed in 21.3 or 21.4. Alternatively they can be sealed in a manner that we can open and then re-seal. Alternatively we may agree alternative arrangements with you in advance should you be unable to meet these requirements. For example you may be able to design your cover such that the contents are visible.

20.5.4 It must not contain any item or personal message which is not listed in 21.2 or 21.3, with the exception of a label showing the name and address of the sender, and instruction booklets, guarantees, technical documentation and other information provided for use with an item listed in 21.3 or 21.4. Please note that we may open and inspect items that are sent using the Articles for the Blind to ensure the service is not being abused.

20.5.5 It must be addressed to a named recipient. This can be the name of an individual or an organisation that provides services specifically for blind people. Where addressed to an individual that individual must be a blind person. It is not permissible to send an item using Articles for the Blind if it is addressed to 'The Occupier' or 'Dear Customer'

20.5.6 It must not contain any advertising literature

20.6 If we find an item that has been posted with us as an Articles for the Blind item but which does not meet the requirements set out in these specific terms then we may convey it using a different service and we will charge you or the recipient the appropriate postage for that service along with a surcharge to cover our costs. If the postage and surcharge is not paid then we will deal with the item as we determine.

20.7 More information is available on our website (www.royalmail.com).

21. Petitions and Addresses to the Sovereign

21.1 Special arrangements exist for the delivery of a petition or an address to the **Sovereign**, Her Majesty the Queen.

21.1.1 For the purposes of section 21.1 an **address** to the Sovereign is a formal signed written representation or appeal in respect of any concern or grievance for which there is no other constitutional remedy readily available.

21.1.2 For the purposes of section 21.1 a **petition** is a signed document intended to be presented to the Sovereign asking for action to be taken on a particular issue.

21.2 Petitions and Addresses to the Sovereign are free of charge as long as the special conditions set out below are all met:

21.2.1 it is a signed original and not a copy

21.2.2 it is within the size limits set out in 6.3

21.2.3 it does not weigh more than 2 kilograms

21.1.4 it is packed so the contents can easily be inspected

21.1.5 it clearly has 'ADDRESS TO HM THE QUEEN' or 'PETITION TO HM THE QUEEN' marked on the cover and

21.2.6 it does not contain any other item

21.2.7 We will not accept any item for free delivery using Petitions and Addresses to the Sovereign unless we consider it complies with these conditions or if we do not consider the contents to be a genuine address or petition.

22. Petitions to Parliaments and Assemblies

22.1 Special arrangements exist for the delivery of a petition to a member of either House of Parliament (that is, the House of Commons or the House of Lords), the Scottish Parliament, the National Assembly for Wales or the Northern Ireland Assembly.

22.1.1 For the purposes of section 22.1 a petition is a signed document intended to be presented to a current member of either House of

Parliament, the Scottish Parliament, the National Assembly for Wales or the Northern Ireland Assembly asking for action to be taken on a particular issue.

22.2 We will deliver a petition to either House of Parliament, the Scottish Parliament, the National Assembly for Wales or the Northern Ireland Assembly free of charge as long as the special conditions set out below are all met:

- 22.2.1 it is a signed original and not a copy
- 22.2.2 it is within the size limits set out in 6.3
- 22.2.3 it does not weigh more than 2 kilograms
- 22.2.4 it is packed so the contents can easily be inspected
- 22.2.5 it clearly has 'PETITION TO THE HOUSE OF COMMONS', 'PETITION TO THE HOUSE OF LORDS', 'PETITION TO THE SCOTTISH PARLIAMENT', 'PETITION TO THE NATIONAL ASSEMBLY FOR WALES' or 'PETITION TO THE NORTHERN IRELAND ASSEMBLY' marked on the cover
- 22.2.6 it is marked for the attention of a current member of parliament, the assembly or parliamentary Lord and
- 22.2.7 it does not contain any other item.
- 22.2.8 We will not accept any item for free delivery using Petitions to Parliament and Assemblies unless we consider it complies with these conditions or if we do not consider the contents to be a genuine Petition

23. Poste Restante

23.1 Poste Restante is a service that allows an item to be addressed to a person at a Post Office® branch where that person may, without being charged, collect that item during normal opening hours.

23.1.1 For the purposes of section 23.1 a person is a traveller with no fixed abode in the local area or any other person or class of person that we decide and publicise on our website. It is not available to businesses including sole traders.

23.2 The words 'POSTE RESTANTE - TO BE CALLED FOR' must be clearly marked on the cover of the item along with the full and correct surname of the addressee of the item.

23.3 The Post Office® branch staff may refuse to hand over a Poste Restante item if they are not satisfied as to the identity of the person collecting the item.

23.4 Post Office® branches will hold an item posted within the United Kingdom, the Channel Islands or the Isle of Man. They will hold an item for two weeks if posted within the United Kingdom, for one month if posted overseas and for two months if addressed to a branch at a sea port if you are arriving by ship.

23.4.1 items that are not collected within the time period set out in 23.4 will be treated as if they were undeliverable (see section 15)

23.5 Please note that not all Post Offices® branches are capable of providing the Poste Restante service for operational or other reasons. The Post Office® Customer Service team can help set up this service. Their details are on their website (www.postoffice.co.uk).

23.6 We or the Post Office® will not provide the Poste Restante service where there is reason to believe that you or the addressee is mis-using the Poste Restante service; for example where the addressee already has a permanent residential or business address in the area or where the addressee's name is abbreviated or in our reasonable opinion we believe it to be false.

24. Items sent between the United Kingdom and the Channel Islands or the Isle of Man

24.1 This section of this Scheme applies to an item posted in the United Kingdom for delivery to an address in the Channel Islands or the Isle of Man (referred to in this part of this Scheme as 'outgoing items') and to an item posted in the Channel Islands or Isle of Man for delivery to an address in the United Kingdom (referred to in this part of this Scheme as 'incoming items').

24.2 All incoming items are subject to HM Customs and Excise regulations. We may charge a handling fee for ensuring that an item passes through the proper HM Customs and Excise checks. In addition HM Customs and Excise may charge an import duty (customs charge). This handling fee and duty must be paid by the recipient on delivery. If the fee and/or duty is not paid we will deal with the item at our discretion. The fee we charge is published from time to time on our website (www.royalmail.com).

24.3 Section 16 of this Scheme does not apply to incoming or outgoing items except as expressly provided for in this section.

24.4 We may pay compensation for loss of or damage to (or part loss of) an incoming or outgoing item as set out in section 16 if:

- 24.4.1 we would have paid compensation if the item had been an item posted in and for delivery in the United Kingdom; and
- 24.4.2 we are satisfied that the item was lost or damaged whilst in our custody; and

24.4.3 we are satisfied that no compensation has been or will be paid in respect of that item by the postal administration of the Channel Islands or the Isle of Man.

Annex A - Definitions used in this Scheme

A1 The Interpretation Act 1978 applies for the interpretation of this Scheme and for this purpose this Scheme is to be treated as if it were an Act of Parliament.

A2 In this Scheme, the following words and terms have the following meanings:

Actual Loss

(a) Where an item is lost or damaged beyond repair then it is the amount it cost the customer to acquire, purchase or manufacture the item subject to adjustment to take account of condition, age and depreciation.

(b) Where an item is damaged it is the cost of repair. No additional payment will be made for the reduced value of the repaired item.

Address

means for any premises the address, including the postcode, maintained by us from time to time as corresponding to those premises in the Postcode Address File

Addressee

The person to whom an item is addressed.

Antiques

Items that are at least one hundred years old.

Business

Any entity engaged in commercial or economic activity, whether for profit or not, and irrespective of legal form.

Channel Islands

The islands called Guernsey, Jersey, Herm and Sark.

Christmas and New Year period

The period commencing on the first Monday in December in any year and ending at the start of the first working day following the New Year public holiday(s)

Cover

Any Cover, envelope, or other packaging used to contain the contents of an item. In the case of a postcard or other card, any reference to a Cover shall be construed as a reference to an outside face of the card.

Damage

If something in an item of mail has suffered a degree of harm that reasonably impairs the material function or contents of the item.

Due date

Means:

- (a) for First Class and Special Delivery™, the next working day following the date of posting;
- (b) for Second Class services and Standard Parcels the third working day following the date of posting.

Franking Mark

Any mark or impression printed or otherwise made by a franking machine indicating the date and place of posting, the postage and fees paid or payable, the identity of the franking machine used and any other numbers, words, characters, symbols or marks be required by us.

Intrinsic Value

When used in relation to the content of an item means that it has an inherent monetary value relating to its essential nature.

Item

means any letter, postcard, reply postcard, newspaper, printed packet, sample packet or parcel and every packet or other article transmissible by post.

Loss

An item shall be deemed to be lost, (unless there is evidence to the contrary to demonstrate that it has not been lost) if it has not been delivered by us by the end of the fifteenth working day after its due date, or the tenth working day after its **due date** for Special Delivery™.

Neighbour

For the purposes of delivering items, an appropriate person chosen at the discretion of the delivery officer on the basis of local knowledge and official guidance, who lives within close proximity of the address on the item. They may be a next-door neighbour or someone who lives sufficiently close by.

Market Value

means what a willing buyer would pay a willing seller, both in a free market, for an item. When assessing the market value of an item, the value of any message or information it contains, or bears or refers to must be ignored. Market value is one of two caps upon the amount of compensation payable.

Part Loss

Where a letter is received and some or part of the content is missing.

Post, Posted

An item is posted if it has been entrusted to us for transmission by post in accordance with one of the approved methods set out in section 12 of this Scheme and related words shall be construed accordingly.

Postage

The amount of money charged by us for delivery of an item.

Postage Mark

A collective term for a mark or impression (to include a Franking Mark, a Printed Postage Impression (PPI), any Postage paid symbol, pre-printed stationery and SmartStamp[®]) authorised for use by us to indicate payment of postage and/or service fees on an item or to indicate that you have entered into an arrangement with us to pay postage and/or service fees on that item. A postage mark may be non-adhesive (when it is embossed, impressed or printed on a cover) as we may from time to time permit.

Postmark

Any indicator, image or impression applied by us to a cover or envelope, to cancel a postage stamp or postage label, to indicate that we are the delivery agent of the item or for any other postal purpose approved and authorised by us.

Printed Postage Impression (PPI)

A Postage mark indicating postage is payable to us and printed under a Licence from us.

Private Post Box

Any post box owned and maintained by a person other than ourselves which has been authorised for use as a post box by either Post Office Limited or ourselves for the posting of items which are intended to be carried by us.

Postage Stamp

means a stamp, authorised for use by us to indicate payment of postage and/or fees on an item. or to indicate that you have entered into an arrangement with us to pay postage and/or service fees on that item. A postage stamp may be adhesive in order for it to be affixed to a cover as we may from time to time permit.

Postage Label, Service fee Label

means a label, authorised for use by us to indicate payment of postage and/or service fees on an item. or to indicate that you have entered into an arrangement with us to pay postage and/or service fees on that item. A postage label may be adhesive in order for it to be affixed to a cover as we may from time to time permit.

Representative

means a person who acts legitimately, with or without express permission, on behalf of the addressee.

Service fee

The amount of money charged by us for providing a service in connection with an item.

SmartStamp[®]

A postage mark used by customers posting items with the SmartStamp[®] indicia having entered into the relevant SmartStamp[®] terms and conditions.

Social Security post

Social security post means items whose contents relate to any benefit, contributions or national insurance number or to any other matter relating to social security. Social security post is further defined in Section 182A of the Social Security Administration Act 1992 and Section 158A of the Social Security Administration (Northern Ireland) Act 1992.

Sovereign

The reigning Monarch of the United Kingdom.

Valuables (money and jewellery)

Any item that is:

- i) precious metal that has been manufactured in such a way as to add value to it, including coins used for ornament;
- ii) diamonds and precious stones;

iii) watches the cases of which are made wholly or mainly of precious metal; and

iv) articles similar to any of those referred to in i) - iii) above with an **intrinsic value**.

v) Coins & Bank notes of any currency that are legal tender at the time of posting;

vi) Postal Orders, cheques and dividend warrants uncrossed and payable to bearer;

vii) Unused postage and revenue stamps and National Insurance stamps; Exchequer bills, bills of exchange, promissory notes and credit notes; Bonds, bond coupons and any other investment certificates; and

viii) Coupons, vouchers, tokens, cards, stamps and other documents that can be exchanged in whole or in part for money, goods or services.

Working Day

For any item posted using (or otherwise treated by us as being posted using) a service other than Special Delivery[™], working days are Monday to Saturday inclusive, excluding any day which is (in the part of the United Kingdom concerned) a public holiday and any other day that Ofcom has directed us to treat as a public holiday.

For items that have been posted using (or otherwise treated by us as being posted using) the Special Delivery[™] service to which Saturday Guarantee has not been added, working days are Monday to Friday inclusive excluding any day which is (in the part of the United Kingdom concerned) a public holiday and any other day that Ofcom has directed us to treat as a public holiday.

For items posted using (or otherwise treated by us as being posted using) the Special Delivery[™] service to which Saturday Guarantee has been added, working days are Monday to Saturday inclusive, excluding any day which is (in the part of the United Kingdom concerned) a public holiday and any other day that Ofcom has directed us to treat as a public holiday.

Further information (not part of the Scheme)

You can get more information on this Scheme, the services it covers and the details contained in the web pages that are linked in this document from our Sales Centre on 08457 740740.

Lines are open from 8am to 6pm Monday to Friday and from 8am to 1pm on Saturdays.

¹ We also offer some services under contracts which have their own terms and conditions. Some of those contracts incorporate this Scheme and so some of the clauses contained within this Scheme apply to services provided under contract.

² The Royal Mail Scheme for Inland Letters September 2012 dealt with services such as First Class, Second Class and Special Delivery. The Royal Mail Scheme for Inland Parcels September 2012 dealt with Standard Parcels.

³ Not available to the Channel Islands

⁴ Special Delivery may also be provided under a contract.

⁵ Special Delivery Next Day bought with Consequential Loss or with a Saturday Guarantee attract Value Added Tax (VAT) and so can only be purchased with a 'smart' franking machine that is, one that (amongst other features) accounts correctly for VAT.

⁶ For compensation purposes the due date is considered to be the third working day after posting.

⁷ NOTE: Not part of the Scheme. We will not attempt to deliver to a neighbour an international inbound item that requires a signature or any other item that we are contractually not permitted to deliver to a neighbour.

⁸ Local in this context means an address covered by the Delivery Office to which the item was returned.

⁹ For instance the landlord boards the property up or it becomes physically impossible to put any more mail through the letterbox or a relative makes contact with us to let us know that mail is no longer required for that address.

¹⁰ Valid for a Letter format item weighing up to 100g

¹¹ Royal Mail also offers Special Delivery[™] 9:00am. This service is offered under contract rather than through this Scheme. Details can be found on our website (www.royalmail.com)

¹² Please note that we may, on occasion, deliver items on a Saturday if it is operationally convenient for us to do so.

¹³ In addition we will not deliver items to an address if a person at that address has requested for items not to be delivered on a Saturday under a retention arrangement with their local Delivery Office.

(34)