

Register, Chester Road, Buckley CH7 3AJ between the hours of 9am and 4.30pm Monday to Friday (not Bank Holidays).

Sarah Cheshire
On behalf of The Environment Agency

Dated 25/7/08. (576870)

Environment Agency

WATER RESOURCES ACT 1991 (AS AMENDED BY THE ENVIRONMENT ACT 1995)

NOTICE OF APPLICATION FOR CONSENT FOR THE PURPOSES OF SECTION 88

NOTICE IS HEREBY GIVEN in accordance with Schedule 10 of the Water Resources Act 1991 that an application has been made to the Environment Agency by Hills Property Limited for consent to discharge up to 11 cubic metres per day of secondary treated sewage effluent to The River Wylde at National Grid Reference ST 92777 42546 from Old Forge Close, Park Street, Heytesbury, Wiltshire, BA12 0AF.

Any person who wishes to make representations about the application should do so in writing to The Environment Agency, Water Quality Permitting Support Centre, PO Box 4209, Sheffield, S9 9BS, during the period 25/7/08 to 5/9/08 quoting reference NPSWQ003184.

Please be aware that any representation may be made available to third parties under the Freedom of Information Act or Environmental Information Regulations 2004.

A copy of the application may be inspected free of charge at the Local Environment Agency office at Rivers House, Sunrise Business Park, Higher Shaftesbury Road, Blandford Forum, Dorset, DT11 8ST between the hours of 9 am and 4.30 pm Monday to Friday (not Bank Holidays).

Sarah Cheshire
On behalf of The Environment Agency

Dated 25/7/08. (576252)

Environment Agency

WATER RESOURCES ACT 1991 (AS AMENDED BY THE ENVIRONMENT ACT 1995)

NOTICE OF APPLICATION FOR CONSENT FOR THE PURPOSES OF SECTION 88

NOTICE IS HEREBY GIVEN in accordance with Schedule 10 of the Water Resources Act 1991 that an application has been made to the Environment Agency by Thames Water Utilities Limited for consent to discharge rainfall related Storm Sewage, and Sewage in an Emergency, from Ellens Green Sewage Pumping Station via manhole 8701, adjacent to Wayside Cottages, Ellens Green, Rudgwick, Horsham, West Sussex to the headwaters of the Cranleigh Waters, upstream of Pollingford Bridge, at National Grid Reference TQ 09871 35907.

Any person who wishes to make representations about the application should do so in writing to The Environment Agency, Water Quality Permitting Support Centre, PO Box 4209, Sheffield, S9 9BS, during the period 25/7/08 to 5/9/08 quoting reference NPSWQD003245.

Please be aware that any representation may be made available to third parties under the Freedom of Information Act or Environmental Information Regulations 2004.

A copy of the application may be inspected free of charge at the Local Environment Agency office at Public Register, Swift House, Frimley Business Park, Camberley, GU16 7SQ between the hours of 9 am and 4.30 pm Monday to Friday (not Bank Holidays).

Grant Wilson
On behalf of The Environment Agency

Dated 25/7/08. (576253)

Post & Telecom



Post Office

Royal Mail Group Limited

ROYAL MAIL GROUP LTD. SCHEME IP 3 / 2008

Explanatory Note

This note is not part of the Scheme

The Scheme which follows this note is made under section 89 of the Postal Services Act 2000 and amends the Successor Postal Services Company Inland Parcel Post Scheme 2001. The Scheme comes into force on 1st August 2008.

End of note.

ROYAL MAIL GROUP LTD. INLAND PARCEL POST (AMENDMENT NO. 14) SCHEME 2008

Made	24th July 2008
Coming into operation	1st August 2008

Royal Mail Group Ltd. (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 following Scheme:

Commencement and citation

1. This Scheme shall come into operation on 1st August 2008 and may be cited as the Royal Mail Group Ltd. Inland Parcel Post (Amendment No. 14) Scheme 2008.
2. This Scheme shall be read as one with the Successor Postal Services Company Inland Parcel Post Scheme 2001 (c) (hereinafter called "the Scheme"), as amended by the Consignia plc Inland Parcel Post (Amendment No. 1) Scheme 2001 (d), the Consignia plc Inland Parcel Post (Amendment No. 2) Scheme 2001 (e), the Consignia plc Inland Parcel Post (Amendment No. 3) Scheme 2002 (f), the Consignia plc Inland Parcel Post (Amendment No. 4) Scheme 2002(g), the Royal Mail Group plc Inland Parcel Post (Amendment No. 5) Scheme 2003 (h), the Royal Mail Group plc Inland Parcel Post (Amendment No. 6) Scheme 2003(i), the Royal Mail Group plc Inland Parcel Post (Amendment No. 7) Scheme 2004(j), the Royal Mail Group plc Inland Parcel Post (Amendment No. 8) Scheme 2004(k), the Royal Mail Group plc Inland Parcel Post (Amendment No. 9) Scheme 2005(l), the Royal Mail Group plc Inland Parcel Post (Amendment No. 10), Scheme 2006(m), the Royal Mail Group plc Inland Parcel Post (Amendment No.11), Scheme 2007(n), the Royal Mail Group Ltd. Inland Parcel Post (Amendment No.12), Scheme 2008(o), and the Royal Mail Group Ltd. Inland Parcel Post (Amendment No.13), Scheme 2008(p).

(a) Royal Mail Group Ltd. (a company registered in England and Wales under number 4138203) is a universal service provider as defined in section 4(3)(a) of the Postal Services Act 2000, formally called Royal Mail Group plc and before that Consignia plc.

- (b) 2000 c26
- (c) The Post Office Inland Parcel Post Scheme 1989 was amended, renamed the Successor Postal Services Company Inland Parcel Post Scheme 2001 and treated as made under section 89 of the Postal Services Act 2000 by article 38 of the Postal Services Act 2000 (Commencement No. 4 and Transitional and Saving Provisions) Order 2001 (2001/1148 (C.37)).
- (d) London Gazette 29/06/2001, issue number: 56259.
- (e) London Gazette 06/07/2001, issue number: 56266.
- (f) London Gazette 22/03/2002, issue number: 56516.
- (g) London Gazette 28/06/02, issue number 56618.
- (h) London Gazette 16/05/03, issue number 56937.
- (i) London Gazette 05/12/03, issue number 57134.
- (j) London Gazette 26/03/2004, issue number 57244.
- (k) London Gazette 28/05/2004, issue number 57301.
- (l) London Gazette 01/04/2005, issue number 57604.
- (m) London Gazette 03/04/2006, issue number 57937.
- (n) London Gazette 01/04/2007, issue number 58275.

(o) London Gazette 01/04/2008, issue number 58653.

(p) London Gazette 02/06/2008, issue number 58715.

ROYAL MAIL GROUP LIMITED

SUCCESSOR POSTAL SERVICES COMPANY INLAND PARCEL POST SCHEME 2001 (AS AMENDED) – CONSOLIDATED VERSION

EXPLANATORY NOTES (THESE NOTES ARE NOT PART OF THE SCHEME):

(1) The Scheme which follows these notes was made by the Post Office under section 28 of the Post Office Act 1969 and was originally called The Post Office Inland Parcel Post Scheme 1989.

(2) The Scheme was made on 18 September 1989 and came into operation on 2nd October 1989, when it replaced:

(a) the Post Office Inland Post Scheme 1979 (Post Office Scheme P1/1979); and

(b) all schemes which amended that scheme.

(3) By virtue of article 38 (1) and (2) of The Postal Services Act 2000 (Commencement No.4 and Transitional and Savings Provisions) Order 2001 (referred to in these notes as Commencement Order No. 4), this Scheme may be cited as the “Successor Postal Services Company Inland Parcel Post Scheme 2001” and continues in force after 26 March 2001 as if made by the successor postal services company under section 89 of the Postal Services Act 2000.

(4) The “successor postal services company” is defined in Commencement Order No.4 as meaning the company which carries on the business of providing postal services which was formerly carried on by the Post Office. That company is Royal Mail Group Limited (formerly called Royal Mail Group plc and before that Consignia plc). The company changed its name to Royal Mail Group Limited on the 20 March 2007.

(5) The Scheme as set out below includes the following amendments to it:

- (a) the Post Office Inland Parcel Post Amendment (No. 1) Scheme 1990
- (b) the Post Office Inland Parcel Post Amendment (No. 2) Scheme 1991
- (c) the Post Office Inland Parcel Post Amendment (No. 3) Scheme 1992
- (d) the Post Office Inland Parcel Post Amendment (No. 4) Scheme 1993
- (e) the Post Office Inland Parcel Post Amendment (No. 5) Scheme 1993
- (f) the Post Office Inland Parcel Post Amendment (No. 6) Scheme 1993
- (g) the Post Office Inland Parcel Post Amendment (No. 7) Scheme 1994
- (h) the Post Office Inland Parcel Post Amendment (No. 8) Scheme 1996
- (i) the Post Office Inland Parcel Post Amendment (No. 9) Scheme 1997
- (j) the Post Office Inland Parcel Post Amendment (No. 10) Scheme 1998
- (k) the Post Office Inland Parcel Post Amendment (No. 11) Scheme 1999
- (l) the Post Office Inland Parcel Post Amendment (No. 12) Scheme 2000
- (m) the Consignia plc Inland Parcel Post (Amendment No. 1) Scheme 2001
- (n) the Consignia plc Inland Parcel Post (Amendment No. 2) Scheme 2001
- (o) the Consignia plc Inland Parcel Post (Amendment No. 3) Scheme 2002
- (p) the Consignia plc Inland Parcel Post (Amendment No. 4) Scheme 2002
- (q) the Royal Mail Group plc Inland Parcel Post (Amendment No. 5) Scheme 2003
- (r) the Royal Mail Group plc Inland Parcel Post (Amendment No. 6) Scheme 2003
- (s) the Royal Mail Group plc Inland Parcel Post (Amendment No. 7) Scheme 2004
- (t) the Royal Mail Group plc Inland Parcel Post (Amendment No. 8) Scheme 2004
- (u) the Royal Mail Group plc Inland Parcel Post (Amendment No. 9) Scheme IP 1/2005
- (v) the Royal Mail Group plc Inland Parcel Post (Amendment No. 10) Scheme IP1/ 2006
- (w) the Royal Mail Group plc Inland Parcel Post (Amendment No. 11) Scheme 2007 IP1/2007
- (x) the Royal Mail Group Limited, Inland Parcel Post (Amendment No. 12) Scheme 2008 IP1/2008
- (y) the Royal Mail Group Limited, Inland Parcel Post (Amendment No. 13) Scheme 2008 IP2/2008
- (z) the Royal Mail Group Limited Inland Parcel Post (Amendment No. 14) Scheme 2008 IP3/2008 (the Scheme that follows this Explanatory Note)

(6) By virtue of article 38 of Commencement Order No.4:

- (a) Delete
- (b) Delete
- (c) Delete
- (d) Delete
- (e) anything agreed, approved, prescribed or specified for the purposes of the Scheme by the Post Office shall be treated as agreed, approved, etc by the successor postal services company; and
- (f) a reference in the Scheme to a scheme made under section 28 of the Post Office Act 1969 shall, unless the context otherwise requires, be read as including a reference to a scheme made, or treated by virtue of Commencement Order No. 4 as made, under section 89 of the Postal Services Act 2000.

End of Explanatory Note

ARRANGEMENT OF SECTIONS

PART 1

Commencement, citation, revocation, interpretation and application

1. Commencement and Citation.
2. Revocation.
3. Interpretation.
4. Application.

PART 2

Postage

5. Rates of postage.
6. Deleted

PART 3

General conditions

7. Prohibitions and Restrictions.
8. Postal packets containing others for different persons.
9. Packaging.
10. Addressing.
11. Limits of size and weight.
12. Payment of postage and fees.
13. Postmarks.
14. Treatment of irregular postal packets and Unpaid or Underpaid Postage.
15. Undeliverable postal packets.
16. Treatment of postal packets addressed to deceased persons.

PART 4

Conditions relating to particular classes of postal packets

17. Postal Packets

PART 5

Postal facilities

18. General.
19. Deleted
20. Redirection by the public.
21. Evasion of postage by redirection.
22. Poste restante.
23. Deleted
- 23A. Local Collect

PART 6

Liability

24. Postal packets for which Royal Mail accepts liability.

PART 7

Compensation fee parcel service.

25. Compensation fee parcel service.

PART 8

Compensation for postal packets other than those accepted under the Compensation Fee Parcel Service

26. Compensation for other postal packets.

PART 9

27. Deleted
28. Deleted
29. Deleted

PART 10

Miscellaneous and general

30. Variation of route.
31. Remission of postage.

PART 11

Application of scheme to postal packets to and from the Isle of Man

32. Application generally.
33. Deleted
34. Postal packets on which compensation fee paid.
35. Compensation for certain postal packets to and from the Isle of Man.
36. Deleted
37. Deleted
38. Deleted
39. Deleted
40. Postings in the Isle of Man.

PART 12

Transitional provisions

41. Transitional provisions.

PART 13

42. Deleted.

SCHEDULES

Schedule 1: Rates of Postage and limits of Size and Weight.

Schedule 2: Deleted

Schedule 3: Postal Facilities.

Schedule 4: Compensation Fee Parcels.

Schedule 5: Deleted

Schedule 6: Deleted

Schedule 7: Schemes revoked.

Schedule 8: Nature and Extent of Compensation Payments for Loss, Part Loss and Damage.

PART 1

Commencement, citation, revocation, interpretation and application

1. COMMENCEMENT AND CITATION

(1) This Scheme came into operation on the 2nd day of October 1989, and was then cited as the Post Office Inland Parcel Post Scheme 1989.

(2) By virtue of article 38 (1) and (2) of The Postal Services Act 2000 (Commencement No.4 and Transitional and Savings Provisions) Order 2001 (referred to in these notes as Commencement Order No. 4), this Scheme may be cited as the "Successor Postal Services Company Inland Parcel Post Scheme 2001" and continues in force after 26 March 2001 as if made by the successor postal services company under section 89 of the Postal Services Act 2000 and is referred to in this document as "this Scheme".

2. REVOCATION

Subject to the provisions of section 41, the schemes mentioned in Schedule 7 are hereby revoked.

3. INTERPRETATION

3.1 In this Scheme, except so far as the contrary is provided or the context otherwise requires, the following expressions have the meanings hereby assigned to them respectively:

The Act	means the Postal Services Act 2000;
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 an 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;
Addressee	The person to whom a postal packet is addressed;
Antique	means an object which is over 100 years old;
Business	any entity engaged in commercial or economic activity, whether for profit or not, and irrespective of legal form;
Charges	any and all sums of money that may be charged by Royal Mail pursuant to this Scheme;
Cash on Delivery	Deleted
Cover	any cover, or other packaging on the outside face of a postal Packet;
Collectable	means an item which has appreciated in value either due to its scarcity or due to it being no longer in production;
Damage	if an item in a postal packet has suffered a degree of harm that reasonably impairs the material function or contents of the item;
Due Date	means for Standard Parcel services, the third working day following the date of posting;
Evidence of Posting	includes the original certificate of posting, an original Horizon certificate of posting, an original Smartstamp® or on-line postage certificate of posting validated at a Post Office® branch. Where a postal packet is the subject of a claim for damage or part loss then the item with envelope or packaging including the postage paid will also constitute evidence of posting; however where a certificate of posting is provided as part of the service purchased this must always be provided to Royal Mail, in addition to the item and packaging, in the event of a claim.
Franking Equipment	has the meaning set out in the Franking Scheme;
Franking Mark	has the meaning set out in the Franking Scheme;
Franking Scheme	the Royal Mail Scheme for Franking Letters and Parcels 2008;
ILS	Successor Postal Services Company Inland Letter Post Scheme 2001;

Inland	when used in relation to any postal packet, a postal packet posted in the United Kingdom for delivery to an address in the United Kingdom;
Intrinsic Value	when used in relation to the contents of a Postal Packet means that it has an inherent monetary value relating to its essential nature;
Jewellery	any of: (a) precious metal that has been manufactured in such a way as to add value to it, including coins used for ornament, (b) diamonds and precious stones, (c) watches the cases of which are made wholly or mainly of precious metal, and (d) articles similar to any of those referred to in (a) – (c) above with an Intrinsic Value;
Licence	means the Licence granted to the Successor Postal Services Company (Royal Mail) under Section 11 of the Postal Services Act on 23 March 2001 as amended from time to time;
Loss	a postal packet 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 Royal Mail to the place it is addressed by the end of the fifteenth Working Day after its Due Date;
Mark	a collective term for a mark or impression (to include a franking mark, a printed postage impression, a postage paid symbol, pre-printed stationery and SmartStamp™) authorized for use by Royal Mail to indicate payment of postage and/or fees on a postal packet to indicate that the sender of a postal packet has entered into an arrangement with Royal Mail to pay postage and/or fees on that postal packet. A mark may be non-adhesive (when it is embossed, impressed or printed on a cover or envelope) as Royal Mail may from time to time permit;
Market Value	is what a willing buyer would pay a willing seller, both in a free market, for a postal packet. When assessing the Market Value of a postal packet 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;
Money	any of: (a) coins and bank notes of any currency that are legal tender at the time of posting, (b) postal orders, cheques and dividend warrants uncrossed and payable to bearer, (c) Unused postage and revenue stamps and National Insurance stamps; Exchequer bills, bills of exchange, promissory notes and credit notes; bonds, bond coupons, any other investment certificates, and (d) coupons, vouchers, tokens, cards, stamps and other documents that can be exchanged in whole or in part for money, goods or services;
Officer of Royal Mail	means a person engaged in the business of Royal Mail
Parcel	means a postal packet which is posted as a parcel in accordance with the provisions of this Scheme whose size cannot exceed 1.5m in length with a maximum combined length and girth of 3m, where the girth must be measured around the thickest part of the parcel and whose total weight cannot exceed 20kg;
Part Loss	where a postal packet is received and some or part of the content is missing;
Postal Form	means a form issued by or under the authority of Royal Mail
Postal Packet	means and includes every packet or article transmissible by post as a parcel;
Postage	the fee charged by Royal Mail for delivery of a postal packet;
Post, Posted	a postal packet is posted if it has been entrusted to Royal Mail for transmission by post in accordance with one of the approved methods set out in this Scheme and related words should be construed accordingly;
Postage	a stamp, authorised for use by Royal Mail to indicate payment
Stamp	of postage and/or fees on a postal packet or to indicate that the sender of a postal packet has entered into an arrangement with Royal Mail to pay postage and/or fees on that postal packet. A postage stamp or mark may be adhesive in order for it to be affixed to a cover or packaging, as Royal Mail may from time to time permit;

Postal Address	means for any premises the address, including the postcode, maintained by Royal Mail from time to time as corresponding to those premises in the Postcode Address File;
Post Box	a post box authorised for use as such by Royal Mail excluding a Private Post Box;
Post Mark	any mark or impression applied by Royal Mail to a cover or packaging, to cancel a postage stamp or for any other postal purpose approved and authorised by Royal Mail;
Postal Scheme	any scheme under either Section 28 of the Post Office Act 1969, or made by Royal Mail under Section 89 of the Postal Services Act 2000; now or in the future;
Private Postbox	Any post box owned and maintained by a person other than Royal Mail which has been authorised for use as a post box by either the Post Office or Royal Mail;
Royal Mail	means Royal Mail Group Limited;
Redirection	means the delivery of mail by Royal Mail upon the instructions of the addressee to the address at which he is now residing or if a business from which it is now trading;
Sender	means, for the purpose of Sections 91 and 92 of the Postal Services Act 2000, the person on whose behalf the postal packet is posted but does not include a person at whose request the article or any of the articles contained in the postal packet is sent by the first mentioned person by post;
SmartStamp™	a postage impression used by customers posting items with the SmartStamp™ indicia having entered into the relevant SmartStamp™ terms and conditions;
Unaddressed Postal Packet	a postal packet which is not addressed to, or intended for delivery to, any specified addressee or address;
Undeliverable	when used in relation to a postal packet, the meaning set out in Section 15 of this Scheme;
Unpaid Postal Package	a postal packet on which the postage and/or fees payable under this Scheme has not been paid or has been underpaid;
Valuables	any of Jewellery or Money;
Working Day	working days are Monday to Saturday inclusive, (excluding any Public or Bank Holidays)

3.2 Any reference in this Scheme to additional postage shall have effect in relation to a postal packet for which no rate of postage is specified as though for the words "additional postage" there was substituted the word "postage".

3.3 Any reference in this Scheme to the provisions of any enactment, regulations or scheme shall be construed, unless the context otherwise requires, as a reference to those provisions as amended, re-enacted or replaced by any subsequent enactment, order, regulations or scheme.

3.4 Any reference in any regulations, or scheme to provisions of any scheme revoked by this Scheme shall be construed, unless the context otherwise requires, as a reference to the corresponding provisions of this Scheme.

3.5 The Interpretation Act 1978 applies for the interpretation of this Scheme as it applies for the interpretation of an Act of Parliament, and as if this Scheme and the Schemes hereby revoked were Acts of Parliament and the Act were an Act conferring the power to make this Scheme.

3.6 Deleted

4. APPLICATION

4.1 Save so far as any provision hereof is expressly applied by any other scheme, this Scheme shall apply exclusively to (and to services and facilities provided in connection with):

4.1.1 the posting in the United Kingdom of postal packets addressed to places in that area or in the Isle of Man;

4.1.2 the treatment, conveyance and delivery of postal packets so addressed which have been posted in that area;

4.1.3 the treatment, conveyance and delivery of postal packets addressed to places in that area which have been posted in the Isle of Man and transmitted to that area.

4.2 Postal packets will be conveyed either as "Standard Parcels" or under the "Compensation Fee Parcel Service".

4.3 This Scheme shall not apply in relation to any postal packet addressed to a ship of the Royal Navy (whether so addressed to the ship at a port in the United Kingdom, or "c/o BFPO Ships") if the postal packet has to be sent to a place outside that area in order that it may be delivered to that ship.

4.4 In the case of postal packets transmitted (or for transmission) between the United Kingdom and the Isle of Man this Scheme shall apply in relation only to the posting, treatment, conveyance and delivery of such postal packets under the authority of Royal Mail (and

to services and facilities provided under such authority) and shall so apply subject to and in accordance with the exceptions, modifications and further provisions contained in Part 11.

PART 2

Postage

5. RATES OF POSTAGE

5.1 There shall be charged and paid upon postal packets for delivery and any facilities provided pursuant to this Scheme, the postage, charges and rates of charge specified in Schedules 1, 3 and 4 (subject to the further provisions of this section 5).

5.2 Deleted

5.3 Deleted.

5.4 Deleted

5.5 On and from the date when this Scheme comes into operation until such time as Royal Mail may determine under section 5.7 below the postage, charges and rates of charges for postal services and facilities and any other facility or service provided pursuant to this Scheme, shall be those specified or referred to in Schedules 1, 3 and 4.

5.6 Royal Mail may, at any time after coming into operation of this Scheme, and from time to time thereafter, determine that different postage, charges and rates of charge shall be substituted for all or any of the postage, charges or rates of charge set out in Schedule 1, 3 and 4 or elsewhere, (or any postage, charge or rates of charge fixed pursuant to this section 5.7 and section 5.8) and such substituted postage, charges or rates of charge shall be applicable on and after such day as may be so determined.

5.7 Such substitute postage, charges or rates of charge (or any of them) may be determined on such basis and subject to such conditions and limitations as Royal Mail may think fit and Royal Mail shall publish such substitute postage, charges or rates of charge in the London, Edinburgh and Belfast Gazettes fixed by it under section 5.6 and section 5.7.

6. Deleted

PART 3

General Conditions

7. PROHIBITIONS AND RESTRICTIONS:

7.1 Save as Royal Mail may either generally or in any particular case allow, there shall not be conveyed or delivered by post any postal packet of a description referred to in Section 85 (1)-(5) of the Postal Services Act 2000.

7.2 Subject to Section 107 of the Postal Services Act 2000 there shall not be posted or conveyed or delivered by post any postal packet which contains items set out in Section 7.4 below.

7.3 Royal Mail will not accept any liability for a postal packet that contains any of the items set out below in section 7.4.

7.4 A postal packet must not contain any of the following:-

7.4.1 aerosols,

7.4.2 alcoholic liquids with alcohol content higher than 70 per cent,

7.4.3 asbestos,

7.4.4 batteries that are classed as dangerous goods by the latest edition of the International Civil Aviation Organization's Technical Instructions,

7.4.5 butane lighters and refills,

7.4.6 clinical and medical waste,

7.4.7 flammable and non-flammable, toxic and compressed gases,

7.4.8 corrosives,

7.4.9 counterfeit money or counterfeit postage stamps,

7.4.10 drugs of any description, except those permitted under section 7.5 below,

7.4.11 dry ice,

7.4.12 environmental waste,

7.4.13 explosives,

7.4.14 filth,

7.4.15 flammable liquids or solids,

7.4.16 lottery tickets (except for United Kingdom lottery tickets),

7.4.17 indecent, obscene or offensive material,

7.4.18 UN 2814 or UN 2900 infectious substances as classified at Division 6.2 of the 2005 - 2006 Edition Technical Instructions For Safe Transport of Dangerous Goods by Air published by ICAO (the International Civil Aviation Organisation),

7.4.19 magnetized 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,

7.4.20 matches,

7.4.21 oxidising materials or organic peroxides,

7.4.22 pesticides,

7.4.23 toxic liquids, solids or gases,

7.4.24 poisons,

- 7.4.25 all radioactive material and samples that are classified as radioactive using Tables 2-12 of the latest edition of the International Civil Aviation Organisation's Technical Instructions,
 7.4.26 weapons of war, except as permitted by section 7.5 below,
 7.4.27 ammunition,
 7.4.28 solvent-based paints, varnishes and enamels,
 7.4.29 water-based paints, varnishes and enamels in volumes greater than 150 Millilitres,
 7.4.30 any imitation of a bank note which is for the time being legal tender in the country of issue,
 7.4.31 any other item prohibited by law or any item listed as prohibited in this Scheme or that in the opinion of Royal Mail may be harmful or dangerous or a risk to health and safety.

RESTRICTIONS

7.5 The following are restricted items and a postal packet containing any of the following items may be posted providing that the Sender meets all Royal Mail's requirements for acceptance of the item including but not limited to packaging requirements:

- 7.5.1 alcoholic liquids with alcohol content lower than 70 per cent,
 7.5.2 batteries, other than those prohibited in section 7.4.
 7.5.3 battery operated goods, excluding the batteries if prohibited under section 7.4,
 7.5.4 drugs sent in emergencies for medical or scientific purposes,
 7.5.5 guns for sporting use,
 7.5.6 UN 3373 Diagnostic substances as classified at Division 6.2 of the 2005-2006 Edition Technical Instructions for the Safe Transport of Dangerous Goods by Air, published by ICAO (International Civil Aviation Organisation) only if they meet in full the packaging instructions as set out in Royal Mail's Packaging Requirements for Diagnostic Specimens,
 7.5.7 living creatures,
 7.5.8 magnetised materials, other than those prohibited under section 7.4,
 7.5.9 water-based paints, varnishes and enamels in volumes of less than 150 millilitres,
 7.5.10 perishable goods,
 7.5.11 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,
 7.5.12 vaccines.

7.6 Over the counter medicines and prescription medicines may not be sent as a postal packet but may be sent as a Special Delivery or Recorded Delivery item under the ILS subject always to the provisions of that Scheme and in particular Section 15.2.13.

7.7 Royal Mail will not accept any liability for a postal packet that contains any restricted items save where the sender meets all Royal Mail's requirements for acceptance of the item, including, but not limited to, packaging requirements.

8. POSTAL PACKETS CONTAINING OTHERS FOR DIFFERENT PERSONS

There shall not be posted any postal packet consisting of or containing two or more postal packets addressed to different persons who are at different addresses.

(2) Deleted

9. PACKAGING

9.1 Every postal packet shall be made up and secured in such manner as, in the opinion of Royal Mail will not cause injury to an individual and will not damage any other postal packet in course of conveyance, nor any receptacle in which the same is conveyed.

9.2 A postal packet shall be made up in a reasonably strong cover appropriate to its contents and shall be securely tied, stitched, sealed or otherwise fastened.

9.3 A postal packet must not contain or bear any fictitious stamp (other than a fictitious stamp made with the approval of Royal Mail), or any counterfeit of any impression authorised by or under this Scheme to be used to denote payment of postage or fees.

9.4 A postal package must not:

- 9.4.1 have on it, or on its cover any words, letters or marks used without due authority which signify or imply, or may reasonably lead the recipient thereof to believe, that the postal packet is sent on Her Majesty's Service;
 9.4.2 be of such a size, form, substance or colour or so made up for transmission by post as to be likely, in the opinion of Royal Mail, to embarrass anyone dealing with the postal packet;
 9.4.3 have anything written, printed or otherwise impressed upon or attached to any part of it or showing through the cover which
 9.4.3.1 tends to prevent the easy and quick reading of the address of the postal packet, or

9.4.3.2 is in inconvenient proximity to the stamp or stamps used in the payment of postage or to any such impression as is referred to in section 12, or

9.4.3.3 in any other way, is in itself, or in the manner in which it is written, printed, impressed, or attached, likely in the opinion of Royal Mail to embarrass anyone in dealing with the postal packet.;

9.4.4 purports to denote the payment of any postage or fees, by any stamp or franking mark or other impression which has been previously used to denote payment of the postage or fees on any other postal packet;

9.4.5 denotes the payment of postage or fees by an adhesive stamp or stamps that have not been securely affixed in such manner as Royal Mail may require,

9.4.6 contains or bears any franking mark which has been made by Franking Equipment used otherwise than in accordance with the terms of the Franking Scheme or any Franking Mark which does not in any other respect comply with that Scheme.

9.5 Any article contained in the postal packet shall be adequately packed as a protection against damage in course of transmission.

9.6 A breakable item must be packaged in a strong container with enough packaging material to protect the item against pressure and knocks. The postal packet must be marked with the words "FRAGILE HANDLE WITH CARE" in capital letters on the cover or envelope above the address.

9.7 An item that may be damaged by bending must be packed in a strong container that will prevent the item from being bent. The postal packet must be marked with the words "DO NOT BEND" in capital letters on the cover or envelope above the address.

9.8 If a postal packet contains an item that is likely to perish or decay, the postal packet must be marked with the words "PERISHABLE" in capital letters on the cover or envelope above the address.

9.9 Restricted items must be packed in accordance with further packaging requirements referred to in section 7.7 of this Scheme.

9.10 The packaging must comply with any other information published by the Royal Mail on packing and any specific guidance given.

10 ADDRESSING

10.1 The address of the person to whom the postal packet is to be transmitted shall be written fully and correctly on the cover thereof or on a label securely fixed or tied thereto, or otherwise in such a manner that the address is plainly visible and legible. The address must contain a complete and accurate postcode.

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

10.3 The postal packet must not have on its cover:

- 10.3.1 anything which obscures the postage stamp or other mark indicating that postage acceptable to Royal Mail has been paid;
 10.3.2 anything which is likely in the opinion of Royal Mail to make it difficult to apply a postmark to the cover of the postal packet;
 10.3.3 anything which in the opinion of Royal Mail will make the postmark illegible;
 10.3.4 any counterfeit or fake postage stamp or mark;
 10.3.5 any postage mark which has already been used to pay postage;
 10.3.6 any signs words or marks, used without official permission, which could indicate that the letter was sent on her Majesty's Service or was conveyed and delivered by Royal Mail; or
 10.3.7 any signs, words, marks or designs which are offensive, obscene or indecent.

10.4 A postal packet must not be made up in any way or have anything on its cover which in the judgement of Royal Mail makes it difficult or embarrassing to deliver.

10.5 A postage stamp or mark must not be attached to a parcel using staples, sticky tape or another means of which Royal Mail does not approve.

10.6 A postage stamp or mark must be placed in the top right hand corner of the front of the cover unless Royal Mail specifies otherwise.

10.7 There shall not appear on the cover of the postal packet or on any label affixed or tied thereto any word, phrase or mark indicating or conveying the impression that a compensation fee has been, or is intended to be paid.

11. LIMITS OF SIZE AND WEIGHT

Save as Royal Mail may either generally or in any particular case allow, and subject to section 14, no postal packet shall be transmissible under this Scheme if its size exceeds the relevant limit set out in Schedule 1, or its weight exceeds the corresponding limitation of weight (if any) specified in that Schedule.

12. PAYMENT OF POSTAGE AND FEES

12.1 Except as Royal Mail may otherwise direct, and subject to the provisions of this Scheme, the postage and fees payable on every postal packet and the fees payable in respect of postal facilities shall be prepaid.

12.2 The provisions of this Scheme with reference to the prepayment of postage and fees shall not apply to the fees payable on postal packets with respect to which Royal Mail has entered into an arrangement with the senders for the grant of credit facilities.

12.3 Payment of postage or fees payable under this Scheme may be denoted:

12.3.1 by adhesive postage stamps bearing the effigy of Her Majesty Queen Elizabeth the Second, or showing such other indication of payment of postage as Royal Mail may from time to time permit;

12.3.2 by postage stamps of such denominations or showing such other indication of payment of postage embossed, impressed or printed on envelopes, covers or wrappers authorised by Royal Mail for postal use, or on other postal forms, or by such postage stamps which have been cut out of, or otherwise detached from, any such envelopes, covers, wrappers or other postal forms;

12.3.3 by Franking Marks which have been made by franking equipment used in accordance with the Franking Scheme;

12.3.4 in such other manner as Royal Mail may from time to time permit.

12.4 The Franking Scheme shall be read as one with this Scheme and shall apply with respect to the use of Franking Equipment to pay postage or fees and with respect to the posting of postal packets bearing Franking Marks.

12.5 Subject to the provisions of this Scheme, stamps or impressions denoting payment of postage or fees shall be placed in such position on the envelope, cover, wrapper or packaging as Royal Mail may consider appropriate.

12.6 No impression which is imperfect and no stamp or impression which is mutilated or defaced in any way, or across which anything is written or printed or otherwise impressed, shall be used to denote payment of postage or fees; but a stamp shall not be deemed to be mutilated or defaced or to have anything written or printed or impressed across it within the meaning of this provision, by reason only that it is distinctly perforated with initials by means of a punch if the perforating holes are not larger than those dividing one stamp from another in a sheet of stamps.

12.7 Royal Mail may charge fees (which maybe in addition to any postage that may be payable) for the use of the postal services set out in this Scheme. Royal Mail may change these fees from time to time.

13. POSTMARKS

13.1 Deleted

13.2 Royal Mail may write or impress on, or affix to a postal packet such words, marks, codes, devices or labels for postal purposes as it may, in its discretion, think proper.

13.3 Royal Mail may charge such fee for the cancellation with a special postmark of postage stamps affixed to postal packets as it may from time to time determine.

14. TREATMENT OF IRREGULAR POSTAL PACKETS AND UNPAID OR UNDERPAID POSTAGE

14.1 If any postal packet which appears to have been intended for transmission as a postal packet of a particular description is found in the post or is left at a Post Office® branch and it does not comply, or its manner of posting did not comply, with the provisions of the relevant Scheme which are applicable to postal packets of that description, Royal Mail may (as it thinks fit) treat it either as if it had been posted as a postal packet of that description or as if it has been posted as a postal packet of such other description as it considers appropriate; and the provisions of the relevant Scheme shall apply thereto accordingly.

14.2 Where any item is treated as a postal packet pursuant to section 14.1 and the amount of postage which was prepaid thereon is less than the amount which would have been prepayable thereon if it had been properly posted as a postal packet, there shall be payable by the addressee on the delivery of the postal packet (or if the postal packet is refused or cannot for any other reason be delivered, by the sender), the appropriate postage at the applicable rate and in addition such sum as Royal Mail may from time to time determine, less the amount of any postage prepaid.

14.3 Where the postage or any other sum chargeable for the transmission of an inland postal packet is required to be pre paid and it has not been, or insufficiently been prepaid by the sender, there shall be paid by the addressee on the delivery of the postal packet, or if the postal packet is refused or cannot for any other reason be delivered, by the sender such amount as Royal Mail may determine.

14.4 If no payment of underpaid postage or the surcharge is made by the sender or the recipient under section 14 then the item will be deemed to be incapable of delivery and Royal Mail will dispose of the item as it sees fit.

15. UNDELIVERABLE POSTAL PACKETS

15.1 Royal Mail may decide not to deliver a postal packet which it considers impracticable or unreasonable to deliver. Such a postal

packet is referred to in this Scheme as "undeliverable". Royal Mail may consider that it is impracticable or unreasonable to deliver a postal packet:

15.1.1 if the address is unsafe or insecure or if no suitable delivery point has been provided or if access to the delivery point has been prevented;

15.1.2 if the address to which the postal packet is to be delivered is not permanently occupied;

15.1.3 if the postal packet is not fully and correctly addressed in accordance with the provisions of section 10.1 above;

15.1.4 for any reason concerning health and safety; or

15.1.5 for any other reason, Royal Mail forms the opinion that it is impracticable or unreasonable to deliver the postal packet.

15.2 If an undeliverable postal packet has not been called for or re-delivered organised within the time limits advertised by Royal Mail then:

15.2.1 the postal packet shall be retained at, or forthwith forwarded to such place as Royal Mail may from time to time appoint and may if necessary, be there opened and examined.

15.2.2 where the name and address of the sender can be ascertained from the postal packet, it shall be returned to the sender and charged with such an amount as Royal Mail from time to time may determine.

15.2.3 where the name and address of the sender cannot be ascertained from the Postal Packet, it shall be retained for such time as Royal Mail shall think fit to await a claim from the sender or addressee, thereafter the provisions of section 15.5 shall apply.

15.2.4 Deleted

15.2.5 Deleted

15.3 Notwithstanding anything herein contained, a parcel shall not be given up or returned by post to the sender except upon payment by him of any charge to which the parcel has become liable under the provisions of any such regulations as are referred to in section 105 of the Postal Services Act 2000.

15.4 Royal Mail will require proof to its satisfaction that a person claiming an undeliverable postal packet is entitled to receive it (or as the duly appointed agent of) the sender or the addressee.

15.5 If a postal packet is retained under sub-section 15.2.3 and no claim is made within the period therein provided by any person who appears to Royal Mail to be entitled to receive it, or

15.5.1 the claimant refuses or fails to pay any such charge as is mentioned in sub-section 15.3, or

15.5.2 if a postal packet forwarded to the address of the sender pursuant to sub-section 15.2.2, is refused at that address or the sender or addressee (as the case may be) refuses or fails to pay any postage or additional postage payable thereon under this section, or any such charge as is mentioned in section 15, then the postal packet may be dealt with or disposed of in such manner as Royal Mail may think fit.

15.6 Any postal packet in the possession of Royal Mail which becomes offensive or injurious to any officer of Royal Mail, or other person, or to other parcels, or which is likely from its character or condition to become offensive or injurious as aforesaid or to become valueless before it can be delivered or otherwise dealt with in accordance with the provisions of this Scheme, may forthwith be dealt with or disposed of in such manner as Royal Mail may think fit, notwithstanding that the provisions of this Scheme as to the return of such a postal packet have not been, or have only partially been, complied with.

16 TREATMENT OF POSTAL PACKETS ADDRESSED TO DECEASED PERSONS

16.1 Where Royal Mail is satisfied that the addressee of a postal packet is dead, it may at its discretion:

16.1.1 deliver or redirect such postal packet, on the written application of any one or more of the executors named in the will of the addressee, or of a person appearing to Royal Mail to be entitled to take out letters of administration to the estate of the addressee, or in Scotland of a majority or quorum of the executors or (if there is no will) of the person whose appointment is being sought as executor dative or

16.1.2 deliver or redirect such postal packets on the written application of any person appearing to Royal Mail to be conducting the affairs of the deceased addressee of the postal packet; or

16.1.3 retain such postal packets for such period as it may think fit and, on production of probate of the will or letters of administration to the estate of the addressee together with the written application of one or more of the executors or administrators, or in Scotland on production of confirmation together with the written application of a majority or quorum of the executors or the executor dative, deliver or redirect the postal packets in accordance with such application; or

16.1.4 treat such postal packets in accordance with the provisions of this Scheme as postal packets which cannot be delivered.

16.2 The charges referred to in paragraph 4 of Schedule 3 shall be payable for a redirection under this section 16.

PART 4**Conditions Relating to Particular Classes of Postal Packets****17. POSTAL PACKETS**

17.1 All postal packets intended to be transmitted by post shall be posted:

17.1.1 by being handed in at a Post Office® branch to an authorised person on duty at the counter, on the days and within the hours during which such office shall be open to the public for posting of parcels, or

17.1.2 (in circumstances in which Royal Mail permits that mode of posting) by being handed to an officer of Royal Mail for the time being authorised to receive parcels for post otherwise than at a Post Office® branch, or

17.1.3 by collection by Royal Mail, or

17.1.4 by being accepted into the delivery network by any other means approved of by Royal Mail.

17.2 Every postal packet shall be packed in such a manner as in the opinion of Royal Mail is calculated to preserve the contents from loss or damage in the post and to prevent any tampering with its contents. Such packaging and addressing shall be in accordance with the provisions of sections 9 and 10 of this Scheme and shall comply with the packaging guidance set out in literature published by Royal Mail in hard copy and on the internet.

17.3 Deleted

PART 5**Postal Facilities****18. GENERAL**

18.1 There shall be charged and paid for the postal facilities specified in Schedules 1, 3 and 4 the charges specified or referred to in those Schedules, and the said facilities shall be subject to provisions of this Scheme and the ILS as appropriate.

18.2 The postal facilities referred to in this Part of this Scheme and in Schedules 1, 3 and 4 may be provided by Royal Mail at such times, during such periods, and at such Post Office® branches in such circumstances, and on such conditions (not being inconsistent with the provisions of this Scheme) as Royal Mail may from time to time consider expedient.

18.3 On and from the date when this Scheme comes in operation until such time as Royal Mail may determine under (b) below, the charges and fees shall be those specified or referred to in Schedules 1, 3 and 4; 18.4 Royal Mail may, at any time after the coming into operation of this Scheme, and from time to time thereafter, determine that different charges and fees shall be substituted for all or any of the charges or fees set out in Schedules 1, 3 and 4, and such substituted charges or fees shall be applicable on and after such day as may be so determined. Such substituted charges or fees (or any of them) may be determined on such basis and subject to such conditions and limitations as Royal Mail may think fit.

18.5 Postcodes are allocated by Royal Mail at its discretion throughout the United Kingdom in accordance with the operational needs of its network of delivery and collection offices. The codes are routing instructions and Royal Mail may amend them at its discretion

19. Deleted

20. REDIRECTION BY THE PUBLIC

20.1 Any postal packet may be redirected from its original address, to the same addressee at any other address in the United Kingdom only.

20.2 There shall be charged on each redirection of a postal packet and (if not previously paid) paid by the addressee on the delivery of the postal packet at the new address, additional postage of such an amount as Royal Mail may determine and as set out in Schedule 1. This shall be treated as a reposting.

21. EVASION OF POSTAGE BY REDIRECTION

21.1 Deleted

21.2 Any redirected postal packet which appears to have been opened before being redirected, and any postal packet which purports to be redirected, but which appears to have been treated in a manner designed to evade the payment of any postage chargeable thereon shall be dealt with and charged as an unpaid postal packet of the same description or otherwise dealt with as Royal Mail may think fit.

22. POSTE RESTANTE

22.1 The provisions of this section shall apply to postal packets addressed to a Post Office® branch to await collection by the addressee. Except as Royal Mail may otherwise decide, this service is provided only for the convenience of travellers.

22.2 The address of such postal packets shall include the words "To be called for" or "Poste Restante".

22.3 Such postal packets shall not be addressed to an addressee designated by a fictitious name, or by initials only, or by a forename without a surname.

22.4 Royal Mail may refuse to deliver or hand over any such postal packet to a caller unless it is satisfied of the caller's identity.

22.5 Such postal packets shall not be retained at a Post Office® branch for delivery to the caller for more than 14 days, unless Royal Mail shall otherwise decide in relation to any particular postal packet or description of postal packets.

22.6 Royal Mail may refuse or cease to retain for delivery to the caller any such postal packet the retention of which would in its opinion involve an abuse of the service, or which contravenes sub-sections 22.2 or 22.3 or which is addressed to a Post Office® branch at which the service is not available.

22.7 The sender may add to the address of any such postal packet a request that the postal packet may, if not called for within the time specified in the request, be returned to the sender or some person designated by him; and (subject to sub-section 22.5), at the expiration of such time the postal packet shall be returned as specified in the request.

22.8 The provisions of this Scheme as to the return, or treatment of, undeliverable postal packets shall apply to any such postal packet which Royal Mail refuses or ceases to retain for delivery to the caller.

23 TRANSMISSION OF POSTAL PACKETS IN BULK

Deleted

23A LOCAL COLLECT

23.A.1 Local Collect is a service whereby Royal Mail delivers a postal packet to a Post Office® branch for collection by the addressee. There are two types of Local Collect, one requested by the addressee set out in section 23A.2, and one requested by the sender set out in sections 23A.3, 23A.4 and 23A.5.

23.A.2 An addressee may request Royal Mail to deliver a parcel to a Post Office® branch within the same delivery area as the addressee's address if Royal Mail has been unable to effect delivery at the addressee's address. The addressee must pay the fee set out in or referred to in Schedule 3 to this Scheme on collecting the parcel. If the addressee does not pay this fee, Royal Mail may treat the parcel in accordance with Section 14 of this Scheme.

23.A.3 Businesses wishing to use the Local Collect service must have a "Local Collect Licence" which authorises the licensee to send a parcel:

23.A.3.1 directly to a Post Office® branch for collection by the addressee, or

23.A.3.2 to the addressee's address, but in the event that Royal Mail is unable to effect delivery at the addressee's address, then Royal Mail will deliver the parcel to a Post Office® branch located in the same delivery area as the addressee's address for collection by the addressee. 23.A.4 A Local Collect Licence will be granted for a period of one year and may contain such terms and conditions as Royal Mail deem appropriate.

23.A.5 The fees applicable to Local Collect Licence are shown in or referred to in Schedule 3 to this Scheme.

PART 6**Liability****24. POSTAL PACKETS FOR WHICH ROYAL MAIL ACCEPTS LIABILITY**

24.1 Royal Mail accepts liability, (subject to the provisions of this Scheme) for the loss of or damage to all inland postal packets and may pay compensation, except where the senders of the postal packet /s have not complied with all the provisions of this Scheme and in particular those provisions relating to specific services detailed in product licences, terms and conditions, application forms and other documents issued, published or authorised by Royal Mail.

24.2 The amount recoverable in relation to a postal packet of a particular description shall not exceed the maximum amount payable under this Scheme for compensating the person aggrieved in respect of a postal packet of that description.

24.3 No liability is accepted for any postal packet:

24.3.1 which has been destroyed or otherwise dealt with or disposed of pursuant to Section 107(1) of the Postal Services Act 2000 (or under any other provision of the Postal Services Act 2000), other relevant legislation, or under any provision of the Scheme and in particular under Sections 14, 15 or 21 thereof; or redirected under Section 20, unless all the additional postage and fees due under sub-section (2) of that Section have been paid;

24.3.2 which has been forwarded or redirected to an address in the Channel Islands or the Isle of Man;

24.3.3 which Royal Mail has deemed to be undeliverable;

24.3.4 where the event giving rise to the claim was caused by circumstances outside the control of Royal Mail, including exceptionally

severe weather conditions, acts of terrorism and vandalism and acts of third parties with whom Royal Mail has no contractual relationship;
 24.3.5 which Royal Mail has delivered to the address but the occupier or appropriate relevant party has returned the item to sender;
 24.3.6 which has been forwarded from the original delivery address stated on the item other than by Royal Mail under its redirection service;

24.3.7 where loss or damage is due to a latent or inherent defect or natural deterioration;

24.3.8 where there is no material damage which reasonably impairs the function of any item caused solely as a result of its transmission through the post and excluding liability for any pre-existing damage,
 24.3.9 where a postal packet contains any of the items set out in Section 7.4. or

24.3.10 where a postal packet contains any of the items set out in Section 7.5,

unless all Royal Mail's requirements for accepting such an item, including but not limited to packaging requirements, have been met in their entirety.

24.4 Royal Mail does not accept liability, and will not pay compensation, for the loss of or damage to any postal packet unless the loss or damage is due to any wrongful act done or any neglect or default committed by an officer, servant or agent of Royal Mail while performing or purporting to perform his functions as such in relation to the receipt, carriage, delivery or other dealing with the postal packet.

24.5 Royal Mail does not accept liability and will not pay compensation for the loss of or damage to a postal packet where the postal packet was posted with, or handled by another postal operator or third party, other than when another postal operator has posted the postal packet using one of the services listed in section 25.11 and section 26.6, in which case that postal operator will be regarded as the sender of the postal packet for compensation purposes.

24.6 Royal Mail does not accept liability and will not pay compensation for loss of, or damage to a postal packet, where the loss or damage is caused by the recipient's own act or omission.

24.7 Royal Mail does not accept liability and compensation will be not be paid for loss or damage in respect of any postal packet containing any of the following items:

24.7.1 real fur,

24.7.2 antiques,

24.7.3 stamps, or

24.7.4 Valuables as defined in this Scheme.

24.8 Any loss or damage paid for Collectables shall be limited to the actual price paid for the collectable(s) subject to the sender providing satisfactory written or printed evidence of the price paid, or the price listed in a recognised guide.

24.9 No compensation may be paid in respect of any postal packet for damage to the following items:

24.9.1 ceramics (such as ornamental and decorative china and porcelain) including those items which have ceramic components,

24.9.2 glassware (including those items which have glass components).

24.10 No compensation will be paid for loss or damage to an item where there is no evidence of material damage to the external packaging or the internal wrappings which is consistent with the damage sustained by the item.

PART 7

Compensation Fee Parcel Service

25.1 Subject to the provisions of this Scheme a postal packet may be sent by the "Compensation Fee Parcel Service". This service may sometimes be advertised under the name "Standard Parcel with Enhanced Compensation".

25.2 The sender of the postal packet shall write on the prescribed form the name of the addressee and the address. When posting the postal packet, the person handing it over shall obtain evidence of posting on which the amount of the compensation fee paid is denoted in a manner provided in section 12.

25.3 In addition to the postage charged and payable thereon, there shall be charged and paid on any postal packet which the sender wishes to be dealt with under the Compensation Fee Parcel Service the Minimum Fee, or if the sender so elects one of the higher fees specified in Schedule 4.

25.4 The conditions set out in this Scheme for ordinary postal packets shall be complied with in addition to these conditions for the Compensation Fee Parcel Service.

25.5 The maximum amount of compensation that Royal Mail will pay if a Compensation Fee Parcel or its contents has been lost or damaged is the actual loss up to:

25.5.1 the cap of the market value of the postal packet at the date of posting, or

25.5.2 the amount of compensation purchased (see Schedule 4) whichever is the lesser sum.

25.6 The maximum amount of compensation which may be purchased and the fee payable for this service is set out in Schedule 4 of this Scheme.

25.7 Royal Mail may also refund postage under Schedule 8 of this Scheme.

25.8 If a postal packet has been redirected under Section 20 after delivery to the address no liability is accepted for loss or damage to the postal packet or its contents unless the postal packet has been redirected by being posted anew and full postage prepaid on such reposting together with a further compensation fee. In such a case liability will be accepted subject to the other provisions of the Act and Scheme having been complied with. The amount of compensation which may be paid for loss of or damage to the contents of the postal packet shall not exceed the amount of compensation purchased for either of the two journeys and may not be added together to increase the total amount of compensation as set out in Schedule 4.

25.9 Royal Mail may, if it thinks fit, refuse to accept a postal packet for transmission under the Compensation Fee Parcel Service.

25.10 All claims for compensation must be supported by evidence of posting, which must be provided to Royal Mail upon request, confirming that the Compensation Fee Parcel Service has been purchased and indicating the price paid and the amount of compensation purchased.

25.11 If the Standard Parcel service with enhanced compensation is used then the arrangements under Schedule 8 of this Scheme shall apply subject to all other relevant provision of this Scheme having been complied with.

PART 8

Compensation for Postal Packets other than those accepted under the Compensation Fee Parcel Service

26. COMPENSATION FOR OTHER POSTAL PACKETS

26.1 This section applies to any postal packet other than one accepted for transmission under the Compensation Fee Parcel Service.

26.2 All postal packets to which this section applies are hereafter referred to as "ordinary packet(s)".

26.3 The amount of compensation which may be paid upon a claim for compensation for loss of, damage to, or part loss of an ordinary packet is the actual loss up to:

26.3.1 the market value of the postal packet at the date of posting, or

26.3.2 one hundred times the value of a first class letter stamp at its first weight step, whichever is the lesser sum.

26.4 Royal Mail may also refund postage under Schedule 8 of the Scheme.

26.5 Royal Mail does not accept liability, and will not pay compensation, for a lost or damaged ordinary packet unless evidence of posting has been obtained at the time of posting and produced to Royal Mail upon request.

26.6 If First Class or Second Class stamped and metered mail (including items sent using Smartstamp or online postage), Recorded (Signed for) mail when used in conjunction with First Class or Second Class stamped and metered mail, and Articles for the Blind (all the aforementioned conveyed under the ILS) or Standard Parcels are used then the arrangements under Schedule 8 of this Scheme shall apply subject to all other relevant provision of this Scheme having been complied with.

PART 9

27. Deleted

28. Deleted

29. Deleted

PART 10

Miscellaneous and General

30. VARIATION OF ROUTE

Where a postal packet from its size, weight, character, or condition is, in the opinion of Royal Mail, unfit for transmission by the route by which such a postal packet would ordinarily travel in the post, such a postal packet may be detained and forwarded by such other route as Royal Mail may think fit.

31. REMISSION OF POSTAGE

Royal Mail may remit in whole or in part any postage or other sums chargeable under this Scheme in such cases as it may determine.

PART 11

Application of Scheme to Postal packets to and from the Isle of Man

32. APPLICATION GENERALLY

This part of this Scheme applies in relation only to postal packets transmitted (or for transmission) between the United Kingdom and the Isle of Man.

33. Deleted

34. POSTAL PACKETS ON WHICH COMPENSATION FEE PAID

Where a compensation fee has been paid; (a) in respect of a postal packet posted in the United Kingdom for transmission to an address in the Isle of Man or (b) in respect of a postal packet posted in the Isle of Man for transmission to an address in the United Kingdom; and the postal packet is one for which compensation would have been paid under Part 7 of this Scheme (Compensation Fee Parcel Service) if it had been an inland parcel Royal Mail may pay compensation to the sender or to the addressee under and in accordance with section 25 (but subject as therein provided) in respect of any article of pecuniary value enclosed in or forming part of that parcel, if satisfied that such article has been lost or damaged whilst in the post and that no compensation has been paid or will be paid in the case of a parcel posted in the United Kingdom, by the postal administration for the place to which it was addressed, or in the case of a parcel posted in the Isle of Man, by the postal administration of the Isle of Man.

35. COMPENSATION FOR CERTAIN POSTAL PACKETS TO AND FROM THE ISLE OF MAN

Where a postal packet for which compensation would have been paid under Part 8 of this Scheme if it had been an inland postal packet has been posted in the United Kingdom for transmission to an address in the Isle of Man, Royal Mail may (except as hereafter provided) pay compensation to the sender or the addressee under and in accordance with section 26 (but subject as therein provided) in respect of any article of pecuniary value enclosed in or forming part of that postal packet if satisfied that such article has been lost or damaged whilst in the custody of Royal Mail or its agents and that no compensation has been or will be paid in the case of such a packet by the postal administration of the Isle of Man.

36. Deleted

37. Deleted

38. Deleted

39. Deleted

40. POSTINGS IN THE ISLE OF MAN

40.1 This section applies to incoming postal packets addressed to persons at addresses within the United Kingdom which were posted in the Isle of Man by or on behalf of any one person resident or carrying on business in that area, not being postal packets addressed to that person or to an agent of that person.

40.2 If within any period of 30 consecutive days (inclusive) Royal Mail receives more than 250 incoming postal packets to which this section applies, being postal packets posted by or on behalf of any one person, all or any of such packets so received within that period may, if Royal Mail so determines, be either:

40.2.1 detained and returned to the country or place of origin, or (at the discretion of Royal Mail);

40.2.2 forwarded charged, in the case of each postal packet with such amount of postage as Royal Mail may in the particular case determine (not exceeding the amount of postage which would have been pre-payable thereon if it had been originally posted in the United Kingdom (singly) as a first class letter) and if a postal packet shall be so forwarded, the amount charged thereon shall be payable on or before the delivery of the postal packet, and Royal Mail may withhold the postal packet from delivery until such amount has been paid.

40.2.3 In this section "person" includes any corporation or unincorporated association of persons or partnership and "any one person" shall be construed accordingly; and for the purposes of this section a postal packet (by whomsoever and wheresoever made up) shall be deemed to have been posted by or on behalf of a person, corporation, association or partnership if it was posted for the purposes of that person, corporation, association or partnership.

PART 12

Transitional Provisions

41.1 Any rate of postage fixed by Royal Mail under any of the provisions of the schemes revoked by this Scheme which is in force immediately before this Scheme comes into operation shall continue in force as if it had been fixed under the corresponding provision of this Scheme until superseded by a rate of postage fixed under that provision.

41.2 Where immediately before this Scheme comes into operation a continuous service or facility was being provided under any of the provisions of the schemes revoked by this Scheme and was due to be provided for the residue of a period of time then current, such service or facility shall continue to be provided under the corresponding provision of this Scheme until the expiration of that period as if that provision had been in force when the application for the service or

facility for that period was made and any fee or charge paid in respect of that period pursuant to the revoked provision had been paid pursuant to the corresponding provision; and where immediately on the expiration of that period the service or facility is continued for a further period that further period shall be deemed not to be an initial period for the purpose of determining the amount of any fee or charge payable under this Scheme.

41.3 Deleted

PART 13

42. Deleted

SCHEDULE 1

Paragraphs 5 and 10

Rates of Postage and Limits of Size and Weight

(a) Rates of Postage for Royal Mail Standard Parcels

Column 1 Description of Postal Packet	Column 2 Description of Postal Packet £
Weight not exceeding 2kg	4.20
Weight exceeding 2kg but not exceeding 4kg	6.85
Weight exceeding 4kg but not exceeding 6kg	9.30
Weight exceeding 6kg but not exceeding 8kg	11.40
Weight exceeding 8kg but not exceeding 10kg	12.24
Weight exceeding 10kg but not exceeding 20kg	14.26

(b) Limits of size on Royal Mail Standard Parcels and Compensation Fee Parcel Service

Not exceeding 1.5m in length with a maximum combined length and girth of 3. (Girth must be measured around the thickest part).

(c) Limits of weight on Royal Mail Standard Parcels and Compensation Fee Parcel Service

Not exceeding 20kg.

SCHEDULE 2

Deleted

SCHEDULE 3

Section 18

Postal Facilities

1 Deleted

2 Deleted

3 PO Box facilities for postal packets are dealt with under the ILS section 28 and Schedule 1 Paragraph 11

4 Facilities for Redirection by Royal Mail of postal packets are dealt with under the ILS section 34 and Schedule 1 Paragraph 16.

5 Deleted

6 Deleted

7 Deleted

8 Deleted

9 Business collection facilities for postal packets are dealt with under the ILS Section 22 and Schedule 1 Paragraph 3.

10 Local Collect:

The annual Licence fee is £300.

The fee payable by the addressee requesting the service is 50 pence per parcel.

SCHEDULE 4

Section 25

Compensation Fee Parcel Service

PART 1

Compensation Fees and maximum compensation

Column 1 Compensation Fee (in addition to postage)	Column 2 Maximum compensation payable
£1.00 (Minimum Fee)	£100
£2.25	£250
£3.50	£500

Parts 2 and 3 Deleted

SCHEDULE 5

Deleted

SCHEDULE 6

Deleted

SCHEDULE 7**Schemes Revoked**

SCHEMES REVOKED
The Post Office Inland Post Scheme 1979, Post Office Scheme P1/1979 and all Amendment Schemes which amend that Scheme.

REFERENCES
Post

SCHEDULE 8**NATURE AND EXTENT OF COMPENSATION PAYMENTS FOR LOSS, PART LOSS AND DAMAGE**

1 Compensation for loss or damage may be made in relation to products and services as set out in the table below.

2 Compensation for loss and damage will be available only in respect of items posted with Royal Mail in the United Kingdom for delivery by Royal Mail in the United Kingdom using the following retail products:

2.1 First Class stamped and metered mail, including items sent using Smartstamp™ or online postage conveyed under the ILS;

2.2 Second Class stamped and metered mail, including items sent using Smartstamp™ or online postage conveyed under the ILS;

2.3 Standard Parcels, including Standard Parcels with enhanced compensation;

2.4 Recorded (Signed for) mail when used in conjunction with products at 2.1 and 2.2 above conveyed under the ILS;

2.5 Articles for the Blind conveyed under the ILS.

3 Compensation for Damage may be payable if an item in a postal packet has suffered Damage solely as a result of its transmission through the post, (excluding liability for any pre-existing Damage).

4 Compensation for Loss will not be considered for an item that Royal Mail has not delivered or attempted to deliver until 15 Working Days have elapsed from the Due Date of delivery, at which point it will be considered a Loss unless there is evidence to the contrary. If an item is delivered more than 15 Working Days after the Due Date for delivery the customer will be entitled to claim compensation for delay but not for Loss.

5 In respect of claims for the Loss of postal packets conveyed to those addresses designated by Postcomm under paragraph 4 of Condition 2 of the Licence as exempted from a daily delivery obligation, the assessment of lateness in paragraph 4 shall apply on a case by case basis.

6 The nature and extent of the compensation payment to be made for Loss of, or Damage to eligible mail items are set out in the following tables.

Table 1 All retail services (other than Standard Parcels with enhanced compensation)	Loss	Damage and Part Loss
Item has no intrinsic value	Postage refund (a minimum 6 x 1st class letter stamps at their basic weight step)	6 x 1st class letter stamps at their basic weight step
Item has intrinsic value (with basic evidence only)	Postage refund (a minimum 6 x 1st class letter stamps at their basic weight step)	6 x 1st class letter 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 statutory maximum of 100 x 1st class letter stamps at their basic weight step.	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 statutory maximum of 100 x 1st class letter stamps at the basic weight step.

Table 2 Standard parcels with enhanced compensation	Loss	Damage and Part Loss
Item has no intrinsic value	Postage refund (minimum 6 x 1st class letter stamps at their basic weight step.)	6 x 1st class letter stamps at their basic weight step.

Item has intrinsic value (with basic evidence only)	Postage refund (minimum 6 x 1st class letter stamps at their basic weight step).	6 x 1st class letter 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 the maximum level of compensation purchased.	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 the maximum level of compensation purchased.

7 EVIDENCE REQUIRED IN SUPPORT OF A CLAIM FOR COMPENSATION.

7.1 All claims must include as a minimum the following "basic evidence":

7.1.1 the names and addresses of the sender, addressee and claimant,

7.1.2 the Royal Mail product used,

7.1.3 the postage paid and method of postage, e.g. stamps, franking impression, Smartstamp™,

7.1.4 the place of posting,

7.1.5 the date of posting,

7.1.6 a description of the contents,

7.1.7 the date of delivery (for damage and part loss claims only),

7.1.8 a description of the packaging and condition of the mail item itself (for damage and part loss claims only). and

7.1.9 the basis for asserting the posting details and product used, such as date of postmark, certificate of posting (if available) and for Recorded Signed for and Standard Parcels with enhanced compensation, the product documentation.

7.2 Claimants must retain all the packaging and contents of damaged items or items which are the subject of Part Loss claims as Royal Mail may need to inspect them. If they are not retained compensation payments will not be made.

7.3 Claims for items with an Intrinsic Value should be made on Royal Mail's then current loss and damage claim form. The claim form needs to be signed and dated by the claimant and supported by "additional evidence" (evidence of posting and evidence of value) to corroborate the amount claimed for Actual Loss. If additional evidence cannot be provided then only postage refund or stamps can be considered.

7.4 Evidence of the Actual Loss must be provided to enable Royal Mail to determine the value of the contents of a packet such as original receipts, details of age, pay pal record, invoices, manufacturing costs, auctioneer's valuation and repair costs in the case of damage claims, bank or credit card statement. This list is not exhaustive and is for illustrative purposes only.

7.5 Royal Mail reserves the right to inspect the item and packaging and/or to 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).

7.6 Evidence must be provided that the part loss or damage sustained by the item is consistent with the damage to the envelope, to the external packaging and to the internal wrappings.

8 WHO MAY CLAIM COMPENSATION?

8.1 The sender or the recipient may make a claim for loss of or damage to an item. However Royal Mail will only make a payment once in respect of any item.

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

Copyright © Royal Mail Group Limited 2008

SIGNED BY Mark Sherborne
for and on behalf of Royal Mail Group Ltd.

24th July 2008.

(576490)