



First Post Limited Terms and Conditions

- 1. Who is covered by these Terms and Conditions?**
These Terms and Conditions apply to you, the sender, of the mailing of items and anyone else who has an interest in the mailing. Your contract is with First Post Limited, a company incorporated in Scotland with registered number SC238887 and having its registered office at St Davids House, St Davids Drive, Dalgety Bay KY11 9NB ("First Post", "we" or "us") and you accept that these Terms and Conditions can also be relied upon by all of our affiliates and anyone who collects, transports, delivers or otherwise handles the mailing or any of its contents. A change to these Terms and Conditions is only valid if there is a separate written agreement, signed by you and a fully authorised representative of First Post. Unless we have a separate written agreement with you which says otherwise, we will choose the routing of your mailing and the subcontractors and agents we use.
- 2. What items do we not accept?**
We do not accept, and you must not require us to deliver, any items which are prohibited by any law, dangerous goods rules or any regulation or code of practice such as the British Codes of Advertising and Sales Promotion or which do not comply with the provisions of our Customer Guide (a copy of which you acknowledge has been made available to you) (these are called "Prohibited Items"). We may require you to show us samples of the items you wish to mail but, whether or not we do ask for this, it is your full responsibility to ensure that no Prohibited Items are handed over to us. If you do hand over any Prohibited Items, you agree to indemnify and hold us fully harmless from any claims made against us and for any loss, liability or damage we may incur and you also agree that we can deal with any Prohibited Items in whatever way we think fit. We reserve the right to refuse to accept or collect a mailing from you, at any time, for any reason including if we have reason to believe the mailing contains Prohibited Items or if you have not paid our charges by the due date.
- 3. Opening Items**
Under the Downstream Access Postal Licence, we may need to open your mailing. You understand and agree that we have this right and you agree to indemnify and hold us fully harmless from any claims made against us and for any loss, liability or damage we may incur. Under the Downstream Access Postal Licence, we may need to open your mailing. You understand and agree that we have this right and you agree to indemnify and hold us fully harmless from any claims made against us and for any loss, liability or damage we may incur.
- 4. Limitations of Liability**
4.1 If any item you have posted under this agreement is lost or damaged while it is with us, however caused, including by any proven act, omission, negligence or breach of contract by First Post its employees, agents, representatives shall be capped in respect of any one item of post at £25 or the market value of the item, (not including the market value of any message or information it carries at the time the item was lost), whichever is lesser.
4.2 The maximum aggregate liability of the First Post in respect of any and all claims by a Customer under this Agreement shall be £20,000. The Customer shall be responsible for taking out insurance over any valuable items or items worth in excess of the ceilings set out above which are sent via First Post. First Post shall not be liable for indirect or consequential loss or damage to the Customer including loss of profit, business, goodwill or reputation. Notwithstanding the foregoing, the liability of First Post in respect of personal injury or death caused by its negligence is not limited. Delivery times are not guaranteed, therefore, we do not accept any liability if your mailing is delayed.
- 5. Undelivered items**
If a mailing or any item is not delivered for whatever reason, you permit us to open the item and to try to return it to you, at your cost. We will try to contact you to reach agreement on how to deal with such items but, in order to minimize our costs and disruption to our business, you agree that we can deal with such undelivered items in any way we consider appropriate (which may involve arranging for delivery, returning them to you or arranging for collection by you or selling or destroying the items). If any charge is levied by Royal Mail or another postal administrator or operator for handling any undelivered items, those charges will be passed on to you, at cost.
- 6. How to bring a claim for loss or damage?**
Even if you have a claim that the service was not properly performed, you agree to pay the charges for the mailing and all of our costs, independently of any eventual settlement. If you do have a claim for loss or damage to a mailing or any items contained in a mailing, you agree that you will report it in writing to our customer service department at First Post Limited, St Davids House, St Davids Drive, Dalgety Bay, Fife, KY11 9NB and do so as soon as possible and, at the very latest, within 30 days of the date of collection. If you do not comply with this procedure, we will have no liability for any such lost or damaged items.
- 7. Complaints**
As a postal user, we would also like you to be aware of the UK postal users' body who will consider complaints in the unlikely event that we are unable to resolve any differences. They can be contacted at: Postwatch, 9-10 St Andrew Square, Edinburgh, EH2 2AF Tel 08456 013265 Fax 0131 718 6100.
- 8. Payment terms**
Invoices must be paid in full, (either by cheque, BACS or Direct Debit), and funds cleared within 14 days of date of invoice, unless paragraph 9 applies. No set-off is permitted. Prices are stated exclusive of applicable VAT.
- 9. Security for payment**
We may agree a credit limit with you and if you exceed that limit, we shall not be required to provide you with any services and we reserve the right to withdraw the credit limit at any time at our sole discretion. You shall, if requested, pre-pay the estimated cost of mailing for the next 30 days or other amount we specify.
- 10. Late payment interest**
Interest at the statutory interest rate plus statutory compensation (calculated in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended) may be applied by First Post to payments which are overdue.
- 11. Service**
11.1 Service levels are targets and are not guaranteed. In this paragraph 11, for collections, working days means Monday to Friday inclusive, except public holidays in the relevant part of the United Kingdom. For handover and delivery to another postal administration or operator, working days means Monday to Saturday inclusive, except public holidays in the relevant part of the United Kingdom.
11.2 Business Class Service: We aim to provide to our customers a 2 day delivered service within Scotland, 3 day delivered service for the rest of the UK for machineable Letters and Large Letters. The service for all unmachineable items shall be 3-8 days for all formats.
- 12. Price**
Please note that prices are subject to change for a number of reasons including if costs beyond our reasonable control increase, e.g. due to general inflation; if there is any change in the prices charged by any other postal operators for delivery of mail; if the fuel prices increase; if the exchange rate fluctuates or if the actual volumes or mail profile differ significantly from the agreed volumes. We will confirm in writing giving 20 days notice of any change in price.
- 13. Our Property**
If we make any property available to you to enable us to provide the service, you must keep it in a secure location and use it only in connection with our services. You must not let any third party use the property unless we have given you our written consent. If we request you to return any such property, you must do so immediately and, if you do not, you acknowledge and agree that we can charge you for replacing it. If there is any loss or theft of, or damage (beyond fair wear and tear) to, the property we will be entitled to claim compensation from you, to cover our costs of repair or replacement.
- 14. Presentation requirements**
14.1 Your mail must be presented to us in an approved receptacle, all items must be upright, have a clearly typed postal address with full postcode; all items must be facing the same direction and mail must either (a) be without any indicia, stamp or other postal marking OR (b) be with an indicia, approved by First Post, on the items. We will inform you of any other special presentation requirements which you need to comply with.
14.2 For existing Legal Post members who utilise the First Post service, it also a condition that the mail-piece is stamped with the Legal Post members stamp, identifying the member's exchange and customer number. (This is only a requirement if blank envelopes are utilised, i.e. those without a pre-printed return address).
- 15. Sortation surcharge (Machineable Mail)**
15.1 If your mail cannot be read by our machines, we will have to undertake additional work. First Post reserves the right to charge you for this additional work in accordance with the following:
(i) 95% or more of the mail collected is machine readable – no additional charge for manual sortation;
(ii) up to 95% of the mail collected is machine readable – a surcharge of 2p for every item which needs to be manually sorted.
15.2 Where less than 95% of the mail can be read by machines, all or part of your mailing may be processed a day later than the 2 day business class service outlined in paragraph 11 above.
15.3 If we cannot process your mailing we will contact you and attempt to agree with you the best course of action. You agree that, unless otherwise agreed by us in writing, we may return the mailing to you and you will pay us the then applicable return delivery charge at cost.
15.4 Rejected mail (which includes mail: without a postcode or town, or without a full address or that does not comply with or is not presented in accordance with the specification outlined in our Customer Guide) shall be returned to you within 7 working days of our receiving the mail or at the time of the next collection from you.
- 16. Returned mail**
A return address must be included on each item. This address must be in the United Kingdom. Mail for the United Kingdom which cannot be delivered, for reasons as advised by Royal Mail, will be returned by Royal Mail free of charge, to the address printed on the mail piece. Each mail piece must be printed with the return address you have agreed with us. There will be no return service for mail addressed outside of the United Kingdom, other than British Forces Post Office addresses overseas.
- 17. Termination**
We can terminate this agreement by giving you no less than 30 days' written notice at any time or immediately, by notice in writing, if you are insolvent or unable to pay your debts as they fall due. You can terminate at any time after the end of the minimum term by giving us no less than 30 days' written notice.
- 18. Confidentiality**
You agree and undertake that during the period of your contract and thereafter you will keep confidential and will not use for your own purposes except for the performance of the contract nor, without our prior written consent, disclose to any third party, any confidential information which may become known to you unless such information is public knowledge or already known to you at the time of the disclosure or subsequently becomes public knowledge other than by your breach of these Terms and Conditions or subsequently comes lawfully into your possession from a third party without an obligation of confidentiality or is developed by you independently of the contract or is required to be disclosed by law.
- 19. No Partnership/Agency**
Nothing in the contract is intended to or shall operate to create a partnership or joint venture of any kind between the parties or to authorise either party to act as the agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 20. Acceptance**
By using the First Post service the customer is deemed to have accepted the Terms and Conditions herein listed.
- 21. Governing law and Disputes**
The formation, existence, construction, performance, validity and all aspects of the contract shall be governed by and construed in accordance with the laws of Scotland. Any dispute arising out of the interpretation, validity or performance of, or otherwise in connection with, the contract shall be submitted to the non-exclusive jurisdiction of the Scottish courts.

