

## Royal Mail and the Cruciform are registered trade marks of Royal Mail Group Ltd, registered in England and Wales with number 4138203, registered office: 100 Victoria Embankment London EC4Y 0HQ. © Copyright Royal Mail Group Ltd 2019

# Please retain for your reference Terms and Conditions for the Royal Mail Consumer Redirection Service and Special Circumstances Redirection Service

#### **IMPORTANT**

These Terms and Conditions, together with the relevant Redirection application form, govern our Consumer Redirection Service and our Special Circumstances Redirection Service.

Please read these Terms and Conditions carefully before you make an application for either of these Redirection services. If you do not understand any point, or have any questions, please call our Customer Services Team on **03457 777 888**.

Your attention is drawn to clauses 10, 11, 12 and 20 of these Terms and Conditions, which set out the limits to the Redirection service; your liability and our liability in connection with our Consumer Redirection Service and our Special Circumstances Redirection Service; and how we use personal data provided in your application.

If you are applying for a Special Circumstances Redirection, your attention is also drawn to clause 4 of these Terms and Conditions.

Delivery times are not guaranteed under our Consumer Redirection Service or our Special Circumstances Redirection Service. This includes any items sent by Royal Mail Special Delivery.

This does not affect your statutory rights.

#### 1 Definitions

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

**additional persons** means the people other than you whose mail you apply to have redirected;

**agreement means** an agreement to provide a Redirection on the terms of the form and these terms;

**application** means an application made for a Redirection;

**form** means the relevant form requesting a Redirection, whether in paper format or available online;

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

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

**Redirection** means our service described in these terms for mail to be redirected from one address to another address;

**Redirection term** means the length of time for which we agree to provide a Redirection;

**Special Circumstances Redirection** means

a Redirection further to an application made in any of the circumstances set out in clause 4;

**Consumer Redirection** means a Redirection that is not a Special Circumstances Redirection;

we, us, our and ours means Royal Mail Group Limited, a company registered in England and Wales (company number: 4138203) whose registered office is at 100 Victoria Embankment, London EC4Y 0HQ, the Royal Mail Group VAT registration number being GB243170002;

working day means any day other than Saturday or Sunday or any bank holiday or other national holiday in any part of the United Kingdom; and

you, yourself and your means (i) in relation to a Consumer Redirection, the person who signs the paper form or, where the application is made online or by telephone, the person who makes the application; and (ii) in relation to a Special Circumstances Redirection, the person who signs the form.

#### 2 Our agreement with you

- .1 Our agreement is with you alone and you must:
  - 2.1.1 comply with each of the provisions of the agreement;

- 2.1.2 co-operate with us in all matters relating to the Redirection we provide for you; and
- 2.1.3 give us, as soon as possible, any additional and up to date information we may reasonably require.
- 2.2 If you are applying to redirect the mail of any person other than yourself you must ensure you have that other person's express consent to do so or you are otherwise authorised to request the redirection of their mail (including where the other person is under 16 years of age and you are his or her parent or guardian). By making an application you confirm that you have this consent from all other persons whose mail you are applying to redirect or otherwise have authorisation to request the redirection of their mail, and that you and where appropriate mail of persons you are redirecting mail for must understand how we may use your and their data as described in clause 20.
- 2.3 Each agreement takes effect from the time we accept the relevant application and received payment of our charges for the Redirection. We accept the application when we send a confirmation letter.
- 2.4 Each agreement ends on the date when the Redirection to which it relates ends, as stated in the application for that Redirection, or when we notify you that the Redirection has been cancelled or has been ended by us in accordance with clause 15.

#### 3 The application

- 3.1 We will not set up a Redirection unless we are satisfied as to your identity and authority to make an application. A list of the items we will accept as evidence of this is listed on the application form and at www.royalmail.com/redirection. Unless stated otherwise, identification evidence must be provided both for you and any other person specified in the application who has a different last name to yours.
- 3.2 You may only apply for a Redirection (or extend a Redirection) if you are at least 18 years old. You (and anyone specified in the application with a different last name to yours) must have been resident at the old address in the 6 months preceding the date of your application. Fraudulently applying for a Redirection without proper authority may be a criminal offence, which could result in prosecution.
- 3.3 We can refuse an application where we have a reason for doing so. Reasons why we may

refuse an application include:

- 3.3.1 failure to provide documents required by us to verify your identity and address, or the identity or address of any other relevant person;
- 3.3.2 we have reason to believe that the documents you have provided to us are not genuine;
- 3.3.3 we believe that you or any other relevant person is not resident at the old address;
- 3.3.4 we suspect that any other relevant person has not given their consent to the Redirection or you do not have the authority to make the application on his or her behalf: or
- 3.3.5 the Redirection would be operationally impracticable.
- 3.4 If we choose not to accept an application, or if we are unable to implement the Redirection, we will tell you in writing and refund any charges we have received.
- 3.5 You must tell us immediately if any of the information you gave us in your application changes.
- 3.6 If we receive any objection to your application, even if it is after we have accepted your application, we are obliged to investigate the matter to protect those named in it and the residents of the affected addresses. Whilst investigations take place mail which you have applied to redirect may be held for up to 10 working days until enquiries are complete. We may ask you to provide original documents to prove you, or other people whose mail you have applied to redirect live at the old address. If you cannot do this, we may cancel, or refuse to start, your Redirection.
- 3.7 If any objection concerns a dispute as to who is entitled to apply for a Redirection, we will hold mail from when we receive the objection for up to 10 working days to enable the parties in dispute to resolve the matter or to obtain a Court order that confirms the identity of the person entitled to make the application. If no resolution can be reached within the 10 working days we may cancel, or refuse to start, the Redirection, or remove affected people from it, in which case the mail will be delivered as addressed.
- 3.8 If we receive information relating to the misuse of the Redirection service, or of fraudulent activity, from the police or other official bodies, we may cancel, or refuse to start, the Redirection.
- 3.9 We do not have to provide the Redirection if we consider it unsafe or unreasonable for you to expect us to do so.

## 4 Applications in special circumstances

- 4.1 We will only accept an application relating to mail addressed to a deceased person if the application is for a Special Circumstances Redirection and is made by (in order of priority:
  - 4.1.1 the person holding the Grant of Probate in respect of the deceased person;
  - 4.1.2 the person holding Letters of Administration in respect of the deceased person:
  - 4.1.3 an executor named in the deceased person's will; or
  - 4.1.4 the holder of a certified copy of the deceased person's death certificate.
- 4.2 Where a person (the donor) has given a Power of Attorney to another person (the attorney), we will accept an application relating to the donor's mail from the donor themselves or the attorney and our agreement will be with the person who signs the form. If the application is by the attorney, it must be for a Special Circumstances Redirection..
- 4.3 Applications for Special Circumstances Redirections must be made using our Special Circumstances Redirection form and be accompanied by the following identification evidence:
  - 4.3.1 for the person whose mail is to be redirected, either:
    - (a) in the case of a deceased person, the original or an office copy of their death certificate: or
    - (b) in the case of a donor of a Power of Attorney, and where the application is made by their attorney, a certified copy of that Power of Attorney.
  - 4.3.2 for you (if you are applying to redirect another person's mail), the evidence listed on the form.
- 4.4 It is possible to include other persons in the application for a Special Circumstances Redirection, provided:
  - 4.4.1 their old address and new address are the same as those of the person whose details are set out in section 2 of the Special Circumstances Redirection form; and
  - 4.4.2 we are supplied with the same identification evidence for those other persons as if they had applied for a Consumer Redirection. For each of those other persons set out in section 2 of the Special Circumstances Redirection form,

an individual fee will need to be paid.

- 4.5 We may accept an application relating to mail addressed to a bankrupt person made by the appointed Trustee in Bankruptcy and/or the Official Receiver, provided that we are given confirmation of the appointment and any supporting information we ask for.
- .6 We will set up and provide a Special Circumstances Redirection if required to do so by a Court order.
- 4.7 We may set up and provide a Special Circumstances Redirection in other limited situations (e.g. where someone has been granted deputyship). Please call our Customer Services Team on 03457 777 888 to find out more.

#### 5 Payment

- 1 You agree to pay our current charges for the Redirection and any extension to it. Current charges are available from www.royalmail. com/redirection or on request from our Customer Services Team. Where applicable the charges include VAT.
- 5.2 As part of our security measures, where you pay for the Redirection by telephone the Credit or Debit card used must be registered at the old address, or to such other person or address as we may require. This restriction does not apply in relation to any extension to the Redirection term. Where you pay for a new Redirection online, the Credit or Debit card can be registered at the old or new address. Any refund will be made to the Credit or Debit card used to make payment.

#### 6 Online applications

- 6.1 The online form is available for completion on at www.royalmail.com (the Website). The Website is operated by us.
- 6.2 The steps you need to take to make an application using the online form can be found at www.royalmail.com/redirection.
- 6.3 After you submit the online form, you will receive an e-mail from us acknowledging that we have received your application.
- 6.4 We will also confirm our receipt of the online form by sending a confirmation notice in accordance with clause 6.1.
- .5 We will not file a copy of our agreement with you.

#### 7 Confirming the Redirection

7.1 Upon receiving an application, we will send a letter to the old address, addressed to you,

- acknowledging receipt and acceptance of the application (a confirmation notice). If you apply online you will receive the confirmation by email.
- 7.2 If you (or any other relevant person) have already moved from or are no longer at the old address, or if you have requested that your Redirection takes effect within 5 working days of the date of your application, we will send the confirmation notice to the new address.
- 7.3 As a security measure, we will also send a letter to the old address to inform "The Occupier" of the Redirection.

#### 8 Duration of the Redirection term

- 8.1 Subject to the rights to cancel and end the Redirection in clauses 13 and 15, the Redirection will start on the later of:
  - 8.1.1 5 working days from the date we accept the application (unless we agree otherwise); and
  - 8.1.2 the date specified in the application.
- 8.2 We will stop providing the Redirection at the end of period specified in the confirmation notice and then deliver all mail as addressed.
- 8.3 The maximum Redirection term is four years, including any extensions. This is reduced to 6 months for a Redirection where the old address is a PO Box.

#### 9 Extensions to the Redirection term

- 9.1 If you require the Redirection to be supplied for longer than the period specified on your application, you should make an extension application online (at www.royalmail.com/renewal), by post or by telephone (by calling our Customer Service Team). We must receive your extension application at least 5 working days before the end of the current Redirection term to ensure an uninterrupted service. Renewals cannot be made at a Post Office® branch. Redirections can be extended up to the maximum period of four years.
- 9.2 You cannot extend a Redirection more than 6 months after it has expired. You will need to complete a new application if this happens.
- 9.3 There is a charge for extending the duration of the Redirection. The charges are variable. Current prices are available from our Customer Services team, Post Office\* branches and at www.royalmail.com/redirection. We will confirm the price to you at the time you request an extension.

## 10 Limitations on the Redirection service and timing of deliveries

- 10.1 The Redirection service is not available in the following circumstances:
  - 10.1.1 where the old address is outside of the United Kingdom.
  - 10.1.2 where the old address is a British Forces Post Office® address (but you may apply where the new address is a British Forces Post Office® address).
  - 10.1.3 where the old address is a multi-occupied address which is not separately rated for council tax purposes and does not have a unique delivery point (including boarding houses, university halls of residence, nursing homes, caravan sites, hospitals, mail boxes and hotels).
  - 10.1.4 where the old address is a Post Restante address, or where the new address is (i) a Post Restante address outside the United Kingdom or (ii) a Royal Mail delivery office or Post Office\*.
  - 10.1.5 where the old address is a business address.
- 10.2 Redirections can only be provided from a single old address to a single new address.
- 10.3 You accept that a Redirection may impact upon delivery times. We will use our reasonable endeavours to deliver redirected mail in accordance with our usual timescales but this is not guaranteed and delays may occur. We will not be liable for any reasonable delay in delivering redirected mail.
- 10.4 Guaranteed delivery dates, such as those provided under the Royal Mail Special Delivery service, do not apply to redirected mail. Royal Mail Special Delivery and Signed For items will still require a signature on delivery.
- 10.5 Jointly addressed mail (for example, mail addressed to Mr and Mrs Smith) can only be redirected where there is a Redirection in place covering both names and redirecting mail to the same new address. If there is no such Redirection, we will deliver jointly addressed mail as addressed.
- 10.6 We cannot redirect Royal Mail Special Delivery, Parcels, Tracked or Signed For items to addresses outside the United Kingdom.
- 10.7 We will not redirect:
  - 10.7.1 items carried via our Tracked High Volume service marked Restricted Goods. We cannot redirect outside the United Kingdom any item over 25mm

- in thickness, or 100g in weight, that appears to contain goods. Items below this thickness and weight, and items obviously only containing printed-paper, can be redirected abroad. These restrictions exist because:
- (a) items containing goods sent to non-EU destinations require a CN22 or CN23 customs declaration, which must be completed and signed by the sender (not us) at the time of posting;
- (b) all countries, whether in the EU or outside of the EU, have specific lists of prohibitions and restrictions detailing what can and cannot be sent to those countries, so we cannot redirect items abroad where we do not know their contents: and
- (c) international restrictions on item sizes differ from those allowable in our domestic services.
- 10.8 Any items sent to the old address using any of the services set out in clauses 10.6 or 10.7. while a Redirection is in place and which are addressed to people covered by that Redirection will be returned to the sender (where the sender's address is present). If you (or any other relevant person) expect items to be sent to the old address using one of these services you (or they) should tell the sender to use the new address, and you agree to let those other persons know this.
- 10.9 We will only redirect items that are sent using our postal services (not including Parcelforce Worldwide for these purposes).
- 10.10 There are laws that prevent us from redirecting certain items. There are also laws that require us to return certain items to the sender and we may need to inform the authorities of this (for example, mail from government departments related to benefits). Even if we accept an application, any such items will not be redirected to the new address.
- 10.11 We cannot redirect items classified as Tracked Permitted Goods.

#### 11 Our liability

- 11.1 We will only provide the Redirection for domestic and private use. You agree not to (and ensure the other relevant persons do not) use the Redirection for any commercial or business purpose, and we will not be responsible for:
  - 11.1.1 any loss of profit, loss of business, business interruption or loss of business opportunity; or

- 11.1.2 any other loss or damage that results from any use of a Redirection for commercial or business purposes.
- 11.2 If we do not provide a Redirection as required by our agreement because of our negligence, our breach of our agreement or for any other reason for which we are responsible in law (such as our duty to provide the Redirection service with reasonable care and skill), we will refund the charges you have paid for the Redirection on a pro rata daily basis for each working day when we did not provide the Redirection as required by our agreement, and that will be our only liability to you (subject to clauses 11.4 and 11.5).
- 11.3 Subject to clauses 11.4 and 11.5, the total amount we will be liable to pay under clause 11.2, or otherwise under or in connection with out agreement, will not exceed the charges paid for the Redirection.
- 11.4 We do not exclude or limit in any way our liability that cannot by law be excluded or limited, such as liability for death or personal injury caused by our negligence or any liability for fraud or fraudulent misrepresentation.
- 11.5 Nothing in this agreement affects your statutory rights or other rights under a scheme or contract for the delivery of a postal item. The conveyance of a postal parcel, letter or any other item under our postal services, which is subject to a Redirection, is governed either by a scheme made under the Post Office Act 1969, the Postal Services Act 2000 or a contract with us, and compensation for loss of, or damage to, such an item, or if we deliver an item late, is provided by that scheme or contract and not by this agreement. You can find out more about the schemes at www.royalmail.com/ termsandconditions Advice about your legal rights is available from your local Citizens Advice Bureau or Trading Standards office.

#### 12 Your liability

12.1 You must pay to us our reasonable expenses incurred as a result of defending any action taken against us by or on behalf of any person (or the estate of any deceased person), where you were not authorised to make an application on behalf of or concerning that person.

Such expenses will include our reasonable legal costs incurred in defending any action, negotiating any settlement and in paying any amount awarded by a Court as a result of an action brought by such a person or reasonably agreed in settlement with such a person.

#### 13 Cancelling the Redirection

- 13.1 You may cancel the Redirection at any time before the Redirection has started and we will refund the charges paid for the Redirection. This right of cancellation is in addition to, and does not affect, your statutory rights.
- 13.2 You also have a statutory right to cancel the Redirection within 14 calendar days starting on the day after we send you a confirmation notice (the "Cancellation Period").
- 13.3 To cancel the Redirection you must:
  - 13.3.1 send your request in writing to: Cancel my Redirection, Royal Mail Redirection Centre, Trent House, Media Way, STOKE-ON-TRENT, ST1 5ST. A Cancellation Form is provided at Appendix 1;
  - 13.3.2 call us on 03457 777888; or
  - 13.3.3 if you applied online, visit

    www.royalmail.com/contactus and
    complete the appropriate webform.

For security purposes, your cancellation request must be from the same email account that was used to make your application (where relevant) and you must provide your full name, date of birth, and the old address and new address as given in the application, and where you cancel in writing must be signed by the same signature as given in your application. Please note that it may take up to 5 working days from receipt of your cancellation request for the Redirection to stop.

- 13.4 If you send your cancellation request:
  - 13.4.1 within the Cancellation Period and the Redirection has not started, we will refund the charges paid for the Redirection in full:
  - 13.4.2 within the Cancellation Period and, at your request, the Redirection has started, we will refund the charges paid for the Redirection less £10 to cover our set-up and service delivery costs; or
  - 13.4.3 after the Cancellation Period and, at your request, the Redirection has started, we will not provide a refund.
  - 13.4.4 After the Cancellation Period and the Redirection has not started, we will refund the charges paid for the Redirection in full.
- 13.5 We will issue refunds within 14 days following receipt of your cancellation request.

#### 14 Suspension of Redirection

14.1 We may agree to suspend the Redirection, provided you give us 5 working days' notice and provided the Redirection has not started and

- will not start within that 5 working days period. If we agree to suspend the Redirection, the Redirection term will not start until five working days after you tell us in writing to start it.
- 14.2 We will only suspend a Redirection for up to 6 months from the date that the Redirection was initially due to start. If at the end of this period you have not informed us that you wish the Redirection to begin within this period, we will refund the charges paid to us for the Redirection. If you subsequently wish to take out a Redirection, you will need to complete a new application.

#### 15 Ending this agreement

- 15.1 We can end this agreement, or stop providing the Redirection, by giving you at least 30 days' warning by writing to the new address. If we do so, we will make a pro rata refund of the charges we have received in respect of the unexpired period of the Redirection term.
- 15.2 We will end this agreement, and terminate the Redirection immediately if:
  - 15.2.1 we believe that you are not entitled to the Redirection or authorised to apply for it:
  - 15.2.2 payment of our charges are dishonoured or refused by the payor's bank; or
  - 15.2.3 we are required to do so as a result of a Court order or any other legal or regulatory decision or requirement.
- 15.3 Either you or we can end this agreement immediately by giving notice to the other if the other does not comply with any of its responsibilities under this agreement and:
  - 15.3.1 they cannot do anything to put the matter right; or
  - 15.3.2 they can put the matter right, but fail to do so within 14 days of being asked.
- 15.4 If either you or we end this agreement, we will each keep the rights we have against one another and which have already arisen regardless of the fact that the agreement has ended.
- 15.5 Any clauses that are expressly or by implication intended to continue in force following the end of this agreement shall do so. Without limiting the preceding sentence, clauses 1, 11, 12, 15.5,19, 20 and 22 will survive and continue to apply regardless of the end of this agreement.

#### 16 Amending the Redirection

16.1 Only you may apply to amend the Redirection provided that we receive written notice of the

- amendment no later than 7 working days before the start of the Redirection term. No amendment to the old address or new address is possible. A different old address and/or new address will require another Redirection. We will confirm in writing if we have accepted an amendment.
- 16.2 Due to the period of time we require to set up the Redirection, you agree that any amendment to the Redirection that is requested in the 7 working days before the start of the Redirection term, or at any time thereafter, will require the cancellation of the Redirection which will be processed in accordance with clause 13. In these circumstances you will need to apply for a new Redirection and you will be required to pay the charges for the new Redirection.

#### 17 Changes to this agreement

- 17.1 We may amend these terms (including changes to applicable charges) by giving you at least 30 days' notice by publishing such changes on our website (except as explained in clause 17.3). We will only make changes for reasons below:
  - 17.1.1 making these terms clearer and more favourable to you;
  - 17.1.2 reflecting legitimate increases or reductions in the cost of providing a Redirection (any such increase shall not be applied retrospectively);
  - 17.1.3 providing for the introduction of new systems, services, changes in technology and products;
  - 17.1.4 rectifying any mistakes that may be discovered in due course: or
  - 17.1.5 reflecting a change of applicable law or regulation.
- 17.2 If we amend this agreement and you are not happy with those changes, you can end this agreement by writing to us and we will make a pro rata refund to you of the charges we have received in respect of the unexpired period of the Redirection term.
- 17.3 Any amendment that is made to reflect a change of applicable law or regulation may take effect immediately or otherwise as we may specify.

#### 18 Complaints

- 18.1 If you are unhappy with the service provided by us we have an internal complaints process. You can obtain details of our complaints procedure at www.royalmail.com
- 18.2 If you are not satisfied with our final response to your complaint, your case will be considered deadlocked. In these circumstances, you may

- be able to escalate your complaint to the Postal Redress Service (POSTRS). This is an external, independent Ombudsman style scheme.
- 8.3 POSTRS's role is to resolve customer disputes. POSTRS provide a free service and we are bound by their findings. For further information please refer to POSTRS's website www.cedr.com/ postrs

#### 19 Notices

- 9.1 Where notices or information are required to be given to us in writing, you must send them to us by post to Royal Mail Redirection Centre, Trent House, Media Way, STOKE-ON-TRENT, ST1 5ST.
- 19.2 We will generally address any notices to be sent by mail to you at the new address, marked for your attention. However if we have reason to consider another address or person as more appropriate, we reserve the right to send any notice to that address or person instead or in addition.
- 19.3 Unless otherwise stipulated in this agreement, we will class any notice to have been given 2 working days after the date it was correctly posted.

#### 20 Data Protection and confidentiality

- 20.1 This clause 20 sets out the ways in which we may use information provided in the application, including information relating to the persons named in it.
- 20.2 For further information about how we use information relating to persons, and about your rights, please see our Privacy Policy, which you can find at www.royalmail.com (or, to obtain a paper copy, please see the leaflet accompanying the paper version of this form).

#### **Providing our Redirection service**

20.3 We will use all the information provided in the application of each person whose mail is being redirected to set-up and provide the Redirection service for which you are applying and otherwise to comply with these terms. In respect of information about you, this is necessary for us to perform our agreement; and in respect of information about the other persons whose mail you have applied to redirect, and considering the confirmation you give us under clause 2.2 of these terms, we have a legitimate interest in using that information in the ways described to provide a well-functioning postal service by redirecting those persons' mail to the new address.

#### Helping to prevent fraud

20.4 We may also use all the information provided in the application of each person whose mail is being redirected to pass details regarding the

status of the Redirection to other organisations to help prevent fraud and/or money laundering (this may include identity verification for fraud prevention and anti-money laundering purposes), which we, and those other organisations, have a legitimate interest in helping to prevent.

#### Helping to avoid incorrectly addressed mail

20.5 We may use all the information provided in the application of each person whose mail is being redirected [and who is at least 16 years old] to inform organisations which have their contact details that they are no longer at the old address, but without supplying any of that information to those other organisations. We have a legitimate interest in using the information this way to provide a well-functioning postal service by helping avoid mail being sent to incorrect addresses; and the other organisations which we inform that a contact of theirs has changed address have a legitimate interest in not sending mail to incorrect addresses in order to avoid wasting money and resources.

#### **Address Update Service**

- 20.6 At no extra cost, we may also share all the information provided in the application of each person whose mail is being redirected [and who is at least 16 years old], including their address, email address and telephone number, to businesses which have their contact details so they can update their records and keep in touch. Those organisations have a legitimate interest (and a legal obligation) in maintaining the accuracy and usefulness of their contact lists, which may also help to prevent fraud and reduce waste.
- 20.7 We will not share this information if you indicate on the form, or when you apply for the Redirection service by telephone, that you (or any other person whose mail is being redirected) do not want us to. You can also contact Customer Services at any time to ask us not to share this information and after then we will not do so.

#### Offers and discounts for movers

20.8 Provided you have consented, we may also share the information about you provided in the application (but not information about any other person whose mail is being redirected), including your address, email address and telephone number, to organisations in the retail, lifestyle, utility, telecommunications, finance and insurance sectors, so they can send you discounts, offers and information that are relevant to home movers. We may combine your information with other data, for example from our Postcode Address File, when sharing it for

- these purposes.
- 20.9 We have a legitimate interest in using the information this way to create services to assist organisations that also have a legitimate interest in using postal marketing to people who are more likely to be receptive, thus making these products more cost-efficient.
- 20.10 We will screen all those discounts, offers and information before they are sent, to ensure they are relevant to home movers, and will also take steps to ensure that you are only contacted by any organisation a limited number of times.
- 20.11 We will not share this information if you indicate on the application, or when you apply for the Redirection service by telephone, that do not want us to. You can also contact Customer Services at any time to ask us not to share this information and we will take action to remove your details from this service.
- 20.12 We may also use the information about you provided in the application to identify to other organisations, after you have moved, that your address has a new occupant, so they can send the new occupants offers and information relevant to home movers. You will not be identifiable from what we share with those other organisations.

#### **Promoting Royal Mail services**

- 20.13 We may use the old address, new address and move date specified in the application:
  - 20.13.1 prior to the move date, to contact the current occupants of the new address, on an unnamed basis, to suggest that they also apply for a Redirection, so they continue to receive mail after their move: and
  - 20.13.2 after the move date , to contact the new occupants of the old address, on an unnamed basis, to offer them home mover discounts, offers and information from us.
- 20.14 We would also like to keep in touch with you about our products, services and offers that might interest you, including extensions to the Redirection term. By submitting an application you acknowledge that we may contact you by post, email and telephone to do this but if you do not want to hear from us by any or all of these means, please mark X in the relevant box(es) on the form
- 20.15 In all the above cases, we have a legitimate interest in marketing our services.

#### **Analytics**

20.16 We may also use the information about you

provided in the application to produce analyses of home moving, which may be of interest to other organisations. You will not be identifiable from what we share with those other organisations.

#### **Special Circumstances Redirections**

20.17 The details included on a Special Circumstances Redirection form will not be used in the ways described in clauses 20.6 to 20.16.

#### Confidentiality

- 20.18 The Redirection is not confidential. Any undelivered item may be returned to the sender bearing details of the new address.
- 20.19 We may also confirm the existence or not of a Redirection to any third party which we consider has a legitimate right to such information.
- 20.20 We are required by law to inform certain authorities when a Redirection is in place, including the Department for Work and Pensions, other government departments and local authorities.
- 20.21 The details included in the application may also be used by us and shared with third parties when we believe it is necessary to comply with the law or protect our or another person's rights, property, or safety. For further information about how we use personal data please see our Privacy Policy at

#### www.royalmail.com/ privacy-policy

## 21 Matters beyond our reasonable control

- 21.1 We will not be responsible to you or any additional person if we are not able to provide a Redirection because of something beyond our reasonable control (such as war, acts of terrorism, extreme weather conditions, earthquakes, fire, floods, traffic congestion, mechanical breakdown including of machinery, equipment, and vehicles any public or private road being blocked, or industrial action and the outcomes of it if this prevents us from providing our usual service). We will try to tell you promptly about any such events.
- 21.2 If we are not able to carry out our duties fully for more than 4 weeks in a row because of something beyond our reasonable control, you can end this agreement by telling us in writing. Any notice from you under this clause 21.2 must be sent to us in writing by you or on your behalf. Where you cancel under this clause 21.2 you will receive a refund for the Redirection service for the period from the date (we receive your cancellation) to the end of the Redirection term.

#### 22 General

- 22.1 A person who is not a party to this agreement will not be able to enforce any term, provision, right or benefit under or in connection with it.
- 22.2 Each of the provisions of this agreement operates separately. If any Court or competent authority finds any provision (or part of any provision) to be invalid, illegal or unenforceable:
  - 22.2.1 that provision (or part-provision) will, to the extent required, be excluded from forming part of this agreement; and
  - 22.2.2 the remaining provisions will remain in full force and effect.
- 22.3 Each of us acknowledges that we cannot transfer the rights and duties under this agreement without the consent of the other, such consent not to be unreasonably withheld or delayed. You will be responsible to us for any action that person takes or fails to take. We can use others to perform our duties and exercise rights but we will be responsible for them.
- To avoid any uncertainty about what you expect from us and what we expect from you, this agreement consists only of the form and these terms and conditions. Please read the form and these terms carefully. If you do not understand any point, please contact our Customer Services team for further information on: 03457 777 888. If you are deaf or hard of hearing, we offer a textphone service on 0345 600 0606. Calls may be recorded, monitored and used for training and compliance purposes. Alternatively, please write to Royal Mail Redirection Centre, Trent House, Media Way, STOKE- ON-TRENT, ST1 5ST. Nothing in this clause or this agreement will operate to limit or exclude any liability for fraud or fraudulent misrepresentation.
- 22.5 This agreement is governed by the law of that part of the United Kingdom in which the old address is located. Any dispute regarding the Redirection or arising out of or in connection with this agreement or its formation will be dealt with by the Courts of that part of the United Kingdom in which the old address is located.
- 22.6 This agreement (comprising these terms and the form) is only in the English language.

## Reference number:

#### PLEASE CUT HERE

#### **APPENDIX 1 CANCELLATION FORM**

This form is not for use by businesses.

(Please complete this form and return to the address below ONLY IF YOU WISH TO CANCEL this agreement). **Cancel my Redirection** 

#### To: Royal Mail Redirection Centre, Trent House, Media Way, STOKE-ON-TRENT, ST1 5ST.

I hereby give notice that I wish to cancel my agreement with Royal Mail for the Redirection Service.

Full name of applicant': \_\_\_\_\_\_ Date of birth': \_\_\_\_\_\_ Old address\*:

New address\*:

Signature of applicant: \_ Date: \_\_\_\_

 $^*$ Information required for security purposes and must match information given in the original application.

PLEASE CUT HERE