

Enermail General Terms and Conditions

August 2009

Enermail was set up to provide a City wide delivery service as a division of **Enerco2 Ltd.**

Enerco2 Ltd registered in England and Wales, number 6782670, who's registered office:

8,Wansbeck road, Longhill Estate Hull HU8 9SL.

Who these General Terms and Conditions applies to

Enermail a service provided by Enerco2 ltd (us)

Customer's full registered company details (you).

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1 Introduction

- 1.1 These General Terms and Conditions (General Terms) explain our duties to you and your duties to us and form part of your agreement with us for each service we agree to provide you.
- 1.2 Our agreement with you is made up of:
 - 1.2.1 These general terms;
 - 1.2.2 Any specific terms and conditions for a service (specific terms);
 - 1.2.3 Any terms which set out how items should be presented for that service
 - 1.2.4 The terms relating to how you can pay for the services (payments); and
 - 1.2.5 Our charges for each service
- 1.3 You can find a list of the postal services to which this agreement applies at appendix A. This agreement does not apply to those postal services for which you do not have an account with us.
- 1.4 We will tell you what specific terms and operational terms apply when you open an account and any later changes to the terms (including when you apply for a new service).
- 1.5 These General Terms take priority over any previous agreements or arrangements between us for the services covered by this agreement, and the agreement makes up the full understanding between us.
- 1.6 If the additional terms contradict the terms set out in these General Terms, the additional terms will apply.
- 1.7 The Company is not a common carrier and will accept goods for carriage only on these conditions.

2. Definitions

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

The Company	Enermail a division of Enerco2 Ltd registered in England & Wales
Letter	An item which is a normal letter below the size of A4
Large letter	An item which is A4 and no larger than A3 which can be delivered through a standard sized letter box
Customer Collection Sheet	The document with that name that we provide you, to complete or another form of this document which we have previously agreed with you.
Time sensitive item	An item with a specified time for delivery over and above the standard delivery service.
Packet	An item which will fit through a standard sized letter box and less than the size of A4.
Local parcel	An item which will not fit through a standard sized letter box and weighing no more than 15kg
National parcel	An item that is addressed for delivery outside of the city boundary.
Intellectual property	Patents, trademarks, rights in business and trade names and get-up, copyright and neighbouring rights, topography rights, database rights, design rights, good will, trade secrets and confidentiality rights, rights in domain names, rights in know how and all rights or forms of protection of a similar nature whether or not any of them are registered.
Postage	The amount you must pay for each posting.
Posting	A consignment of your items prepared in line with these Terms and Conditions.
Working day	Mon-Fri this being the period when the service will be carried out
Services	City wide mail and packet delivery service, Local parcel delivery service and Nationwide parcel distribution service
Service Level Agreement	An agreement between the customer you and Enermail us for the duration of the service.

Prohibited material

The **Company** will not accept or deal with any noxious, dangerous, hazardous or inflammable or explosive goods or any goods likely to cause damage. Should the customer nevertheless deliver any such goods to the Company or cause the Company to handle or deal with any such goods he shall be liable for all loss or damage whatsoever caused by or in connection with the goods however arising and shall indemnify the Company against all penalties, claims, damages costs and expenses whatsoever arising in connection therewith and the goods may be destroyed or otherwise dealt with at the sole discretion of the Company or by any other person in whose custody they may be at the relevant time.

Valuables

Except under special arrangement previously made in writing the Company will not accept or deal with bullion, coins precious stones, jewellery, valuables, antiques, pictures (excluding commercial artwork), livestock or plants.

Should any customer nevertheless (whether knowingly or unknowingly) deliver such goods to the company or cause the company to handle such goods otherwise than under special arrangements previously made in writing the company shall be under no liability whatsoever for in connection with the goods however arising.

3. Providing the services

- 3.1 We will provide you with each **Service** from the date we agree with you.
- 3.2 We will provide the services on a **Working day** only.
- 3.3 We will receive your items when you give us (and when we sign if this applies) the relevant documentation as described in clause 4.6 or any other document that you need to provide for the Service at handover. We will accept the items once we are satisfied that the **Posting** and the documentation that comes with it are accurate and meet the agreement.
- 3.4 If we have agreed to collect items from you, we will collect each posting from the handover point at the times we have already confirmed with you or your agent using our standard operating process for collections
- 3.5 We aim to deliver items we have accepted in line with clause 3.3 within the time given in the **Service Level Agreement**. In line with clause 7 we will be responsible if the items are lost or damaged or we deliver them later than the time given in the Service Level Agreement. Our responsibility to you for loss or damage of the item starts when we have accepted them.
- 3.6 We may decide not to collect or deliver an item if we consider it to be impractical or unreasonable to do so including if;
 - 3.6.1 The address is not safe.
 - 3.6.2 There is no one permanently living at the address we have to deliver the item to.
 - 3.6.3 The address on the item is incomplete or has not been written or printed clearly enough to read.
 - 3.6.4 Our staff's health and safety would be at risk in any way.
 - 3.6.5 We need a signature for an item we deliver and nobody is available to sign.
 - 3.6.6 You have not confirmed the handover point with us.
- 3.7 We do not have a duty to provide you with the services if any item does not keep to this agreement.

Items we cannot deliver

- 3.8 If we cannot deliver an item but it has a payment mark on it and the return name and address is clear on the cover or envelope, we will return the item to that address. If the item has a payment mark on it but the return name or address cannot be read clearly or is not in the UK we may deal with the item in anyway we see feel is appropriate.
- 3.9 If we are unable to deliver an item because it does not fit in the letter box or there is no-one available to receive it we will take the item back to our local premises and leave a card at the address. The card will give the person the item is addressed to the opportunity to have the item redelivered, if the person does not arrange for delivery within 5 working days then we will return the item to you or your agents.

Signing for an item when it is delivered

- 3.10 Our duty is to deliver the item to the address and not the person whose name is written or printed on the item.
- 3.11 If it is a requirement of the Service we will make reasonable efforts to get a signature from the person receiving the item when we deliver it to the relevant address. If we have to deliver a number of items to the same premises we may get one signature for all of the items.
- 3.12 If no-one is available to receive and sign for an item, we will take the item back to our local premises and leave a card at the address. The card will the person the item is addressed to the option to have that item delivered to the address later or tell them where they can collect the item from.
- 3.13 If we cannot get a signature when we try to deliver the item and the person does not arrange a delivery within 5 working days then we will return the item to you or your agents

4 Your duties

4.1 Keeping to these terms

You agree to carry out your duties under these Terms and Conditions.

4.2 Safely entering your premises

- 4.2.1 You must allow us and each of our employees, contractors, representatives and agents to enter your premises or your agents premises safely to provide the Service.
- 4.2.2 You agree to pay us for any costs (including legal costs) expenses, claims, losses, damages and awards we have to pay because you have not kept to clause 4.2.1

4.3 Minimum volumes

You will give us the minimum mail volumes for each service as set out in the Service Level Agreement.

4.4 Forecasting

- 4.4.1 You or your agent must tell us in writing of your monthly, weekly and daily posting plans according to the forecasting process we tell you.
- 4.4.2 If you want to hand over more than 4000 letters or a 1000 large letters or packets you or your agent must tell us in writing of the actual number of items you want to hand over. You must do this before 2.00pm on the working day before the handover unless we agree a different requirement.
- 4.4.3 You or your agent must include the following details in the forecast you give us in line with 4.4.2 You or your agents name, the handover point, Volumes (by size and format for each service) i.e letter, large letter, packets, parcels. For National services the town the item is going to and the weight.
- 4.4.4 You or your agent must tell us by 10am on the day of the handover if the number of items you will hand over varies by up to 5% from the number you previously gave us we will not accept any items which vary more than 5%.
- 4.4.5 You or your agent must tell us at least four weeks before the posting date if you want to hand over an exceptional posting.
- 4.4.6 If you or your agent fails to give us notice in line with clause 4.4 we may not collect or process your posting in full the same working day as the day of the hand over, although we will try to do so. If we cannot collect or process your posting we will amend the documentation that accompanied your posting to reflect the new date of posting.

4.5 **How your items should be presented**

- 4.5.1 In each posting you must only include those items you want us to handle under the specific terms of that individual service. You must not mix together items that are to be dealt with under different postal services.
- 4.5.2 You must present items in line with the Service Level Agreement.
- 4.5.3 You must make sure that each item bears a complete and accurate address, including a post code and any specific information e.g fragile, glass handle with care
- 4.5.4 You must only use our property (Described in Clause 12) to carry out your duties under this agreement, unless we agree otherwise.
- 4.5.5 You must provide all bundling materials, such as rubber bands, strapping and bundle ties.
- 4.5.6 For each posting which is the same shape, size and weight, you must make sure unless we have agreed otherwise, that each posting is made up of either;
- All letters
 - All large letters
 - All packets
 - All parcels
 - Time sensitive items
- 4.5.7 You must make sure that for each posting, the weight of any of the following;
- A strapped bundle is no more than 6kg
 - A bag is no more than 11kg
 - A tray is not more than 10kg

4.6 **Documentation**

- 4.6.1 You must make sure that you inform us or identify quantities of large volume items for each posting of sorted services and that we are able to obtain a signature on our **Customer Collection Sheet** at each handover and have completed the following before we take the items from the hand over point.
- A confirmed order of sale provided by us and presented with each handover.
 - A receipt of collection provided by us with each handover.
- 4.6.2 You must make sure that each posting comes with any additional documentation in line with the Service Level Agreement. You must make sure you fill in all documentation clearly with accurate information to allow us to calculate the **Postage** due. All prices for postage can be found in the Service Level Agreement see (prices guide). We will try to contact you as soon as possible to resolve any differences in the information we have taken and any checks we may have made from each handover. If we are not able to contact you or your agent immediately to correct any differences, we have the right to amend the confirmed sales order to show the full value of postings made or to do any of the things described in clause 5.

4.7 **Content of items**

- 4.7.1 You must make sure that the contents of each item do not break the British Codes of Advertising and Sales Promotion (BCASP) If the Advertising Standards Authority (or any body that takes over its role) accepts any complaint relating to you breaking the relevant codes seriously or persistently we may;
- We may end this agreement in line with clause 9
 - Withhold or take back from you any discount we have offered to you for the posting
- 4.7.2 You must make sure that the items do not contain;
- Any prohibited materials
 - Any restricted materials, unless you meet all requirements for us accepting the items or
 - Any valuables, unless specifically allowed in the specific terms.

4.8 **General**

- 4.8.1 You must make postings on working days only unless we agree otherwise. If we agree to receive a posting on a day which is not a working day we will treat this as a posting you have made on the next working day.
- 4.8.2 You must make sure you or your agent makes the posting available for us to collect from the handover point by the latest posting time we have agreed.

5 **If you fail to carry out your duties**

- 5.1 If we find that you have not carried out your duties before or during the time you hand over items (including giving us the wrong details about the postage) we will contact you or your agent to decide what action we will take. We will try to do what you prefer where possible. The action we can take may include us;
 - 5.1.1 Holding items until you give us complete and accurate documentation.
 - 5.1.2 Removing a part or all of any discount.
 - 5.1.3 Reworking the items or returning the items to you for you to rework (in each case we may charge you extra amounts to cover our costs).
 - 5.1.4 Delivering the items using the most suitable alternative service, in which case the postage, fees and conditions of that service will apply.
- 5.2 If we cannot agree the preferred action, or if you or your agent refuse to accept the return of the items we will hold the items for up to 7 days. During this time you or your agent can ask us to return the items to you or your agent and we will charge you a reasonable extra charge for this. You must pay extra charges within 7 days of receiving a valid invoice from us.

6 **Charges**

- 6.1 You agree to pay for the services you use in line with this clause.
- 6.2 Unless we require you to pre pay, we will send you invoices for the services each month and you must pay them in full within 14 days of the date on the invoice, unless we agree otherwise.
- 6.3 We will send invoices to the address you give us for this purpose.
- 6.4 If you think we may have made an administrative mistake in the amount of an invoice you must within, seven days of the date on the invoice, tell us and give us all relevant information to support your claim. If we agree with you we will make an adjustment to your invoice as necessary.
- 6.5 If you do not pay us (or we have good reason for believing you will not pay us) in line with clause 6.3 will be entitled to;
 - 6.5.1 Stop carrying out our duties under this agreement without having a responsibility to you, as long as we have first given you reasonable notice that we plan to do so; and
 - 6.5.2 Charge you daily interest on all amounts you do not pay from the date they are due until we receive the payment in full. The interest will be at a yearly rate equal to 4% above the lending rate of Barclays Bank PLC
- 6.6 If we stop providing the service, we will tell you what you need to do before we can start providing the service again.
- 6.7 If you do not pay an invoice, we may ask a debt recovery agency to collect the payment on our behalf. If we do this you must pay us an extra amount. This will not be more than the reasonable costs we have to pay the agency, who will add the amount to your debt on our behalf. This term applies even if this agreement is ended.

7 Our responsibility to you and your responsibility to us

Loss or damage

- 7.1 If any item you have posted under this agreement is lost or damaged while it is with us, and you provide satisfactory proof that you posted it and we received we will pay you compensation for the item and its contents based on the actual loss you suffer. The compensation will not be more than the lower of;
 - 7.1.1 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; or
 - 7.1.2 One thousand times the value of a standard letter format.
- 7.2 We will not be responsible for loss or damage to any items which do not meet the terms of this agreement.
- 7.3 You should make a claim for loss or damage as soon as possible after the incident and in any case within two months of the date of the posting. We will not accept responsibility for claims made after this time.

Delays

- 7.4 Our responsibility for delivering items late, the process for applying for compensation and the timescales for making your application and receiving payment are set out in the specific terms.
- 7.5 We will make any compensation payments by cheque within 30 days of when we agree your claim is valid.
- 7.6 We will treat all items you post under this agreement the same as any other services that we provide to you and will keep details of the mail we collect and deliver using our tracking service.
- 7.7 We will not be responsible for any items you post under this agreement once we have delivered them to a foreign postal service which delivers post in that country.
- 7.8 We will not be responsible to you in any circumstances for;
 - 7.8.1 Loss of profit, loss of business, loss of good will or loss of business opportunity; or
 - 7.8.2 Any type of special or indirect loss, or loss as a result of something else happening as a consequence of the loss, damage or delay of your item.
- 7.9 We will not be responsible for refusing to collect , accept, process or deliver items which do not meet the terms of this agreement.
- 7.10 We accept unlimited responsibility for personal injury or death caused by something we have done or failed to do.
- 7.9 Each term of this agreement that excludes or limits our responsibility applies separately. If any part is disallowed or is not in force, the other parts will still apply.

8 Matters beyond our reasonable control.

- 8.1 Sometimes we may not be able to provide the services 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 by parties which prevent the delivery of items.
- 8.2 If this happens we will not be responsible to you. However we will try to tell you promptly about any event which effects how we provide our services.
- 8.3 We will try to continue to carry out our duties without having to run up extra costs.
- 8.4 If we are not able to carry out our duties fully for more than four weeks in a row you can end this agreement by giving us notice in writing.

9 Ending or suspending the services

- 9.1 We can end this agreement or stop providing any service by giving you at least one months notice. You can end this agreement by giving us one months notice.
- 9.2 We can end this agreement or stop providing any of the services immediately if, in our reasonable opinion; you;
 - 9.2.1 Use any service in a way that breaks any law that applies
 - 9.2.2 Use any service fraudulently or in connection with a criminal offence or
 - 9.2.3 Do anything which damages or may damage our reputation or business or that of our parent, sister or subsidiary companies.
- 9.3 Either of us may end this agreement immediately by giving notice to the other if the other is breaking any of its responsibilities under this agreement.
- 9.4 Either of us may end this agreement immediately by giving notice to the other if;
 - 9.4.1 The other becomes bankrupt or are not able to pay their debts
 - 9.4.2 The other passes a resolution for winding up their business, or a court makes an order to wind up the business (in either case other than for the purposes of re-organisation).
 - 9.4.3 A receiver, manager, or an administrator is appointed over any or all of the assets of the other or
 - 9.4.4 The other makes any arrangement with or for the benefit of its creditors.
- 9.4 It either of us do not use our rights against the other immediately, we can still do so later. If either of us waives a break of this agreement by the other, that waiver is limited to that particular break.
- 9.6 If either of us ends this agreement we will keep the right we have against each other up until the date the agreement ends.

10 Resolving disputes

We will try to resolve any dispute with you. However if we cannot agree, either of us can refer to the dispute to any recognised dispute resolution service.

11 Intellectual property

- 11.1 You may not use our intellectual property without first getting our permission in writing. Before we withhold or grant this permission, we may set any conditions we feel necessary.
- 11.2 We will continue to own any intellectual property in any documents, materials or property we provide you under this agreement.
- 11.3 All rights, titles and interest in our names and logos belong to us or any of our member companies

12 Our property

- 12.1 From time to time we may provide you with items of stationery (including bag labels, other labels, bag ties, despatch books, and posting cheques), containers(including rigid stackable containers, mailbags and trays) wheeled containers, and other equipment (including final-label printing equipment). We refer to each and all of these as property. We will provide containers or other equipment under any terms and conditions we think are appropriate.
- 12.2 The property will continue to belong to us. You or your agent must keep the property in a secure location, in good condition and use it only for the final preparation of the items, and transporting and handing them to us, for us to handle under this agreement. You must not let anyone else use the property.
- 12.3 We may inspect our property at any time, whether on your premises or those of your agent.
- 12.4 We may give you written notice to return all or any of our property if:
 - 12.4.1 You break clause 12.2;
 - 12.4.2 We feel you have held the property for longer than is necessary for you to carry out your duties under this agreement. We may also ask you to return the property at any time and for any reason after giving you at least two weeks written notice.
- 12.5 You must return any property as soon as possible and in any case within seven days of receiving our written request or the agreement ending. If you do not, you acknowledge that we will charge you for replacing it.
- 12.6 If for any reason you or your agent do not return any items of property in line with clause 12.4, or any of the items you or your agent return are damaged (not including fair wear and tear), you must pay us the cost (including VAT) of replacing those items with new ones. If we give you an invoice for these costs you must pay that invoice within 14 days of receiving it. You must return all items of damaged property to us.

13 Notices

- 13.1 Any notice we ask you to provide under this agreement must be given in writing in English or Welsh.
- 13.2 We will send notices to you at the address to which you ask us to send invoices, unless you tell us otherwise. you should send notices to us at the address shown on the invoice or any address we give you.
- 13.3 You must send notices either by first-class or registered post by courier, You can also deliver them in person.
 - 13.3.1 If it was sent by courier or delivered by hand, when received at the place it was sent to (if the time you or we receive the notice is after 5pm on any working day, we will class the notice as having been received at 9am the following working day); or
 - 13.3.2 If it was sent by post, two working days after the date it was posted.

14 Changes to this agreement

- 14.1 Nothing in the agreement will prevent us from having discussions at any time about whether to revise or add to it.
- 14.2 We may change the terms of this agreement or introduce new terms for our services. If we reasonably believe the change benefits you, we will do it immediately and tell you about it within 30 days. We will tell you at least 90 days before we increase any charges in our price guide.

15 Transferring this agreement

- 15.1 We may transfer our rights and duties under this agreement or arrange for any other person to carry out our rights and duties under this agreement.
- 15.2 Unless clause 15.3 applies, you must not transfer any of your rights or duties under this agreement.
- 15.3 You can use another person to carry out any of your duties as long as you tell us first. You will be responsible to us for any action that person takes.

16 General

- 16.1 A person who is not involved in this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of it.
- 16.2 If any court with the correct authority finds any term of the agreement to be invalid, illegal or unenforceable, this will not affect the other terms of this agreement.
- 16.3 If at any time the pound (sterling) is replaced by the euro, we will class the amounts of sterling set out in the price guide to have been converted into amounts of the euro at the rate set out in any regulation or directive.
- 16.4 This agreement is governed by the laws of England and Wales.

17 Complaints

We take any complaint very seriously, and we have procedures in place which will allow us to handle any complaint fairly and quickly. If you want to make a complaint, you can write to us at:

Enermail Customer Services
Suite 109
The enterprise centre
Cottingham Road Hull
HU6 7RX.

Or, you can email us at info@enermail.co.uk

We have read, accept and agree to keep to these general terms and the other documents referred to in these general terms, which you provide from time to time and which are on your website at www.enermail.co.uk

Enerco2 Ltd Registered in England & Wales No 6782670 registered address 8 Wansbeck Road Longhill Estate Hull HU8 9SL

Appendix A

City wide delivery service

Local Mail and packet delivery service
Local Parcel delivery service
Large letter delivery service
Nationwide parcel distribution service

Specific terms see (Service Level Agreement)