

## **SCHEDULE 12**

### **ACCEPTANCE BY VEHICLE**

Where this Schedule forms part of your Contract with us, and where the Segregation by Format Schedule also forms part of your Contract with us, the following terms and conditions shall apply in addition to and (unless expressly stated otherwise) without prejudice to the terms set out in the Parcels General Terms and Conditions (and the rest of this Contract):

#### **1 Background**

- 1.1 This Schedule sets out the terms on which we agree to process Mailing Items:
- 1.1.1 that have been presented at an Inward Mail Centre in line with the terms of the Contract and the Segregation by Format Schedule;
  - 1.1.2 which are presented in Yorks (and, for clarity, this does not include Mailing Items which are loose loaded upon arrival at an Inward Mailing Centre and which are then transferred into Yorks); and
  - 1.1.3 the details of which have been reported to us by the vehicle on which they arrived, in line with the terms of this Schedule.
- For clarity, the terms of your Contract and the Segregation by Format Schedule will continue to apply to Mailing Items that you hand over at an Inward Mail Centre which you do not present for processing under the provisions of this Schedule.
- 1.2 This Schedule recognises you as an approved carrier with the authority to report and handover Mailing Items on behalf of other Postal Operators or users who have a contract to post Parcels with us, provided those other Postal Operators or users have registered their valid Letter of Responsibilities with us (**Carrier**).

#### **2 Definitions and interpretation**

- 2.1 Schedule 1 of your Contract explains the meaning of some words and phrases used in your Contract, including this Schedule, and sets out some rules of interpretation which also apply to this Schedule.
- 2.2 In addition, some words and phrases used specifically in this Schedule are defined below:

<b>ABV Implementation Timeline</b>	the implementation timeline set out in Annex B to this Schedule;
<b>Carrier</b>	has the meaning set out in paragraph 1.2 of this Schedule;
<b>DSACC</b>	has the meaning set out in the User Guide;
<b>Dual Access Slots</b>	two Access Slots, at least one of which must be an Early Access Slot;
<b>Dual Slot Mail Centre</b>	an Inward Mail Centre at which Dual Access Slots have been agreed between you and us, as set out in the ABV Implementation Timeline (or as subsequently agreed between us);
<b>Early Access Slot</b>	an Access Slot before 10:00am on any Working Day;
<b>Exceptions Process</b>	the Procedures for Handling non-Compliant Postings set out in paragraph 15 of the User Guide;
<b>Handover Day</b>	has the meaning set out in the User Guide;

<b>Multiple Access Slots</b>	the Dual Access Slots and the Tri-Access Slots;
<b>Multiple Slot Mail Centres</b>	the Dual Slot Mail Centres and the Tri-Slot Mail Centres;
<b>Segregation by Format Schedule</b>	the terms of Schedule 11: Segregation by Format;
<b>Summary Vehicle Manifest</b>	has the meaning set out in paragraph 2.8 of Annex A to this Schedule;
<b>Tri-Access Slots</b>	three Access Slots, at least two of which must be Early Access Slots;
<b>Tri-Slot Mail Centres</b>	an Inward Mail Centre at which Tri-Access Slots have been agreed between you and us (or as subsequently agreed between us);
<b>Vehicle Declaration</b>	has the meaning set out in paragraph 2.2 of Annex A to this Schedule; and
<b>Vehicle Manifest</b>	has the meaning set out in paragraph 2.3 of Annex A to this Schedule.

### **3 Commencement and duration**

- 3.1 The terms of this Schedule shall take effect from the Access Start Date, or such other date that is agreed between you and us.
- 3.2 The terms of this Schedule shall continue to have effect until the date it is terminated under this Contract or paragraph 8 of this Schedule.

### **4 Acceptance by Vehicle**

- 4.1 We agree to process your Mailing Items in line with Annex A to this Schedule, and to comply with the terms of this Schedule.
- 4.2 You agree (on your own behalf and as a Carrier) to comply with the terms of this Schedule (including its Annexes).
- 4.3 Unless expressly changed by this Schedule you shall continue to comply with the terms of the Contract, including the User Guide and the Segregation by Format Schedule.

### **5 The Contract**

- 5.1 The Contract sets out your obligations about how to present Mailing Items to us. Subject to paragraph 4.3 of this Schedule, you must continue to comply with these obligations to the extent they are not changed under this Schedule.
- 5.2 In particular, the Contract sets out procedures for processing your Mailing Items and for handling your Mailing Items that do not comply with the terms of the Contract (including your obligations under paragraph 5.1 of this Schedule). These procedures shall continue to apply to the extent they are not changed under this Schedule.
- 5.3 For clarity, you and we agree that the terms of sections 9.1, 9.4, 9.8, 9.11 and 13.4 of the User Guide and the terms of paragraphs 2.3 and 2.5 of the Annex to the Segregation by Format Schedule shall not apply between you and us to the extent that those terms directly conflict with the terms of this Schedule.

### **6 Segregation by Format Schedule and presentation of Mailing Items**

- 6.1 Regardless of any other term of this Schedule, the terms of this Schedule shall only apply:

- 6.1.1 where the Segregation by Format Schedule forms part of your Contract with us;  
and
- 6.1.2 to Mailing Items which are presented in Yorks.

## **7 Termination**

- 7.1 Regardless of any other term of this Contract, either of us may terminate the terms of this Schedule by giving the other not less than seven days' written notice if the other Party commits any material or persistent breach of the terms of this Schedule.
- 7.2 Regardless of any other term of this Contract, either of us may terminate the terms of this Schedule on written notice with immediate effect if the terms of the Segregation by Format Schedule are terminated for whatever reason.
- 7.3 Regardless of any other term of this Contract, either of us may terminate the terms of this Schedule by giving the other Party not less than six months' written notice.
- 7.4 For clarity, you and we acknowledge that the termination of the terms of this Schedule shall not automatically result in the termination of the terms of the Segregation by Format Schedule.
- 7.5 Upon termination of the terms of this Schedule, all of the other terms of the Contract that had been changed by this Schedule shall be reinstated and shall have full force and effect. For clarity, if the Segregation by Format Schedule has not been terminated, its terms shall continue to apply.
- 7.6 Termination of this Schedule by either of us (for any reason) shall not affect any rights which either of us may already have under this Schedule before the date of termination, or whether or not any obligations under the Schedule which were intended either to come into or remain in force after termination do so.

## **8. Development of Acceptance by Vehicle**

- 8.1 You and we recognise that the Acceptance by Vehicle process is pioneering in nature. Either you or we may therefore consider, once this Schedule has taken effect, that the Schedule does not address matters which should be addressed or that the operational elements do not function in a desirable way. If so, you and we agree to work together in good faith to try and resolve any such issues. If you and we fail to agree on how to resolve such issues, the terms of this Schedule may be terminated in line with paragraph 7.3.
- 8.2 You and we agree that the Acceptance by Vehicle process will be introduced in phases to be agreed between you and us acting reasonably and in line with the activities of the ABV Implementation Timeline.
- 8.3 You and we recognise that once you are accessing all Inward Mail Centres under the Acceptance by Vehicle process, you will be providing us with Vehicle Manifests for all Mailing Items you handover to us each Handover Day. As part of the Acceptance by Vehicle process, you and we agree to consider whether the provision of the Vehicle Manifest might operate as a suitable alternative to the Exceptions Process.

## **9. Tri-Slot Mail Centres**

- 9.1 You must submit a request to us in the form available on our Website in order to:
  - 9.1.1 designate an Inward Mail Centre as a Tri-Slot Mail Centre; and/or
  - 9.1.2 book Tri-Access Slots at a Tri-Slot Mail Centre.
- 9.2 RMG may accept or deny any request submitted pursuant to paragraph 9.1 at its absolute discretion, taking into account the operational resources available at the relevant Inward Mail Centre at the time of the request.
- 9.2 If, at any time, RMG reasonably decides that due to operational reasons:
  - 9.2.1 it will not be able to keep an Inward Mail Centre designated as a Tri-Slot Mail Centre; and / or

9.2.2 it will no longer be able to fulfil a request for Tri-Access Slots at any Inward Mail Centre designated as a Tri-Slot Mail Centre,

RMG may immediately, by giving you notice, withdraw your right to book Tri-Access Slots at the relevant Tri-Slot Mail Centre and the relevant Inward Mail Centre shall revert to the type of mail centre that it was designated as immediately prior to it being designated as a Tri-Slot Mail Centre.

## **ANNEX A**

### **ACCEPTANCE BY VEHICLE**

#### **1 Acceptance by Vehicle overview**

- 1.1 The Acceptance by Vehicle process involves a Carrier who uses or shall use more than one vehicle in one Access Slot to handover Mailing Items to an Inward Mail Centre. For clarity, the term "one vehicle" includes double decker vehicles and draw-bar vehicles.
- 1.2 By entering into this Schedule, you agree to book with us, acting reasonably, and use:
  - 1.2.1 in respect of Dual Slot Mail Centres, at least one Early Access Slot; and
  - 1.2.2 in respect of Tri-Slot Mail Centres, at least two Early Access Slots,at those Multiple Slot Mail Centres where the daily volume of Mailing Items you hand over regularly requires you to use more than one vehicle in one Access Slot.
- 1.3 You may change your existing Access Slot(s) with our agreement and in line with the Access Slot change request process set out in the User Guide, however you must continue to comply with paragraphs 1.2.1 and 1.2.2 above. All of our Access Slots are subject to availability and may only be booked with our agreement.
- 1.4 By entering into this Schedule, you agree that, over each Contract Year, on average a minimum of 50% of your annual volume of Mailing Items due for hand over at Multiple Slot Mail Centres shall be handed over in your Early Access Slots.
- 1.5 If you wish to stop using an Early Access Slot at a Tri-Slot Mail Centre you shall formally notify us on at least 60 days' written notice, except where we have given notice in line with clause 13.3.2 of the Contract which affects a Tri-Slot Mail Centre, in which case you may have 2 Working Days after the date of such notice to give us notice to stop using the Early Access Slot at that Tri-Slot Mail Centre and the effective date of your notice and ours will coincide. Should we subsequently change the effective date of our notice given in line with clause 13.3.2, you shall also be able to change the effective date of your notice to stop using the Early Access Slot, such that the effective dates still coincide. At the end of this notice period, you will revert to two booked Access Slots at the former Tri-Slot Mail Centre, making it a Dual Slot Mail Centre. If you wish to stop using both Early Access Slots at a Tri-Slot Mail Centre then paragraph 1.6 below shall apply.
- 1.6 If you wish to stop using all Early Access Slots at a Multiple Slot Mail Centre you shall formally notify us on at least 60 days' written notice, except where we have given notice in line with clause 13.3.2 of the Contract which affects a Multiple Slot Mail Centre, in which case you may have 2 Working Days after the date of such notice to give us notice to stop using the Early Access Slots at that Multiple Slot Mail Centre and the effective date of your notice and ours will coincide. Should we subsequently change the effective date of our notice given in line with clause 13.3.2, you shall also be able to change the effective date of your notice to stop using the Early Access Slots, such that the effective dates still coincide. At the end of this notice period, you will revert to one booked Access Slot at the former Multiple Slot Mail Centre.

#### **2 Your obligations**

- 2.1 You shall supply your Daily Posting Docket(s) for each Posting electronically to the DocketHub system or E\*Pro system by 06:30am of the day of each Posting.
- 2.2 Each Working day, you shall accurately declare to us via DocketHub the number of vehicles due to arrive at each Inward Mail Centre for each Access Slot (**Vehicle Declaration**). For Access Slots prior to 09:00, you must upload your Vehicle Declaration no later than half an hour before your due Access Slot, and for Access Slots from 09:00 onwards, you must upload your Vehicle Declaration by 08:30. If you fail to provide, or provide us with an inaccurate Vehicle Declaration, we may not be able to accept your vehicle(s). If it is operationally practical for us to do so, we shall accept the vehicle(s) but we reserve the right to charge you an administrative charge.

- 2.3 In addition to the information set out in the Posting Docket(s), you must give us additional information about each vehicle and the details of which Containers are carried by each vehicle for handover at an Inward Mail Centre (**Vehicle Manifest**).
- 2.4 You must upload a Vehicle Manifest electronically to DocketHub at least 30 minutes before the start of the relevant pre-booked Access Slot for each vehicle.
- 2.5 Each vehicle must bear a unique vehicle identifier that correlates to the Vehicle Manifest specific to that vehicle and which must be visible and legible to us on arrival at the Inward Mail Centre. Any such vehicle identification methodology that does not use vehicle registration number plates must be agreed in writing by us prior to use.
- 2.6 If you do not supply a Vehicle Manifest in line with paragraphs 2.3 and 2.4 of this Annex A, you must inform DSACC immediately. We shall refuse access to any vehicle that arrives at an Inward Mail Centre without having notified us in advance of its consignment by submitting a Vehicle Manifest.
- 2.7 If you have uploaded a Vehicle Manifest but the vehicle fails to arrive during the Access Slot, you must inform DSACC immediately. DSACC shall decide whether the vehicle will be cancelled or may have later access to the Inward Mail Centre. If the vehicle is cancelled, you must confirm to us the identity of the vehicle to be cancelled so that the correct Vehicle Manifest is cancelled.
- 2.8 When a vehicle arrives at an Inward Mail Centre, your driver must carry two copies of a manifest for that vehicle which set out the number of Containers by Container type carried on the vehicle for each Posting (**Summary Vehicle Manifest**). The Summary Vehicle Manifest shall be used in place of the "Summary Manifest" referred to in sections 9.4 and 13.4 of the User Guide and the "Waybill" as referred to in section 9.8 of the User Guide. Two copies of the Summary Vehicle Manifest will be signed, timed and dated by one of our employees after the vehicle is unloaded. One copy will be retained by your driver as a delivery note, and the other by the Inward Mail Centre. For clarity, the handover of Mailing Items and the signing of the Summary Vehicle Manifest shall not constitute our acceptance of the Mailing Items. Our acceptance of a Posting only occurs after we carry out revenue protection checks and any issues have been resolved with you to our satisfaction.
- 2.9 After the Mailing Items have been unloaded from a vehicle, if we identify that the number of Yorks is not consistent with the number stated on the Vehicle Manifest, or that the Yorks are not labelled in line with the Segregation by Format Agreement, we shall not process the Mailing Items until you have remedied the discrepancy. If you cannot do this, we may refuse the Mailing Items of that vehicle and you shall reload the Mailing Items onto your vehicle and remove them from the relevant Inward Mail Centre. We may require you to pay an administrative charge in these circumstances.

## ANNEX B

### IMPLEMENTATION TIMELINE

Activity	Typical time before launch date	Guideline	Date expected	Update at [date]	Date completed
You and we walkthrough requirements of Schedule 12: Acceptance by Vehicle and changes to processes required	- 6 weeks				
We share our systems specification for you to develop your systems accordingly	- 6 weeks				
You and we formally agree list of Multiple Slot Mail Centre sites from the list of potential Multiple Slot Mail Centres in the table available on the Website	- 4 weeks				
You request a preferred 'go live' date for each Inward Mail Centre and we confirm our ability to meet each date (Roll Out Plan)	- 4 weeks				
You and we agree Access Slots for relevant Multiple Slot Mail Centres	- 3 weeks				
You provide us with your Vehicle Declaration identification methodology	- 3 weeks				
You conduct systems interface testing and obtain our systems sign off	- 2 weeks				
You provide to us an example of your Vehicle Manifest	- 2 weeks				

You and we agree to add Schedule 12: Acceptance by Vehicle to your Access Letters Contract	- 2 weeks				
You and we agree Roll Out Plan and first start date	- 2 weeks				
Go Live					