

SCHEDULE 7

ROYAL MAIL RESPONSIBLE MAIL®

Where this Schedule 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 General Access Terms and Conditions (and the rest of this Contract):

1 Background

- 1.1 This Schedule sets out the terms on which you and we agree that you may post Responsible Mail.
- 1.2 There are two levels of Responsible Mail available - 'Entry Level' and 'Intermediate Level', the criteria for which must be satisfied in full in each case to qualify for the relevant Responsible Mail postage rates.

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:

Ad Mail Information

means in respect of a given Responsible Mail Posting:

- (a) the information provided to us on a Posting Docket or e-Manifest (as applicable) in the course of providing the Responsible Mail service for that Posting;
- (b) the Sample/Seed referred to in paragraph 8.1 which relates to that Posting; and
- (c) the Mail Reference provided on the Posting Docket or e-Manifest (as applicable) and on the Seed/Sample to us pursuant to paragraph 14.3.1(a) for that Posting.

ASBOF

the Advertising Standards Board of Finance or any successor body of that body from time to time;

ASBOF Levy

the voluntary levy on advertising mail payable to ASBOF;

Data Opt Out

means:

- (a) your right (where you are the posting customer); or
- (b) the Originating Customer's or Customer Entity's right (as applicable),

to opt out of JICMAIL's data sharing initiative as referred to in paragraph 14.2.2, and includes any subsequent data opt out referred to in paragraph 14.2.3 as applicable;

Entry Level Responsible Mail

Mailing Items that meet the requirements for Entry Level Responsible Mail but do not meet the

	requirements for Intermediate Level Responsible Mail, in each case as set out in this Schedule;
Independent Marketing Specialists	means Nielsen Media Research Limited (company no. 01765758) with registered offices at Venture House, 2 Arlington Square, Downshire Way, Bracknell, Berkshire, RG12 1WA, and such additional and/or replacement independent advertising market analysts as appointed by JICMAIL from time to time;
Industry Input Data	<p>means in respect of each Responsible Mail Posting for which the Data Opt Out has not been exercised:</p> <ul style="list-style-type: none"> (a) the identity of the advertiser and the brand for that Responsible Mail Posting; (b) Responsible Mail volumes for that Responsible Mail Posting disaggregated to SSC level (but no lower); and/or (c) the Mail Reference for that Responsible Mail Posting;
Intermediate Level Responsible Mail	Mailing Items that meet the requirements for Entry Level Responsible Mail and the additional requirements for Intermediate Level Responsible Mail, in each case as set out in this Schedule;
JICMAIL	means JICMAIL LIMITED with company number 04123433 and whose registered address is 70 Margaret Street London W1W 8SS, or such replacement company from time to time;
JICMAIL Levy	the voluntary levy on advertising mail payable to JICMAIL;
JICMAIL Levy Cap	<p>means:</p> <ul style="list-style-type: none"> a) in the 2021 calendar year, a cap of £5,000 per each Originating Customer and Customer Entity; b) in any subsequent year, the amount published on our Website (and, for the avoidance of doubt, if no cap is published on our Website then no cap shall apply);
Mail Producer	means an entity who produces Responsible Mail and hands it over to you on behalf of a Customer Entity or an Originating Customer;
Mail Reference	a unique reference code of no more than twenty (20) characters which identifies a Customer Entity's or Originating Customer's specific Advertising Mail or Responsible Mail Posting, such that each Advertising Mail or Responsible Mail Posting will have a unique and distinct Mail Reference associated with it;
Responsible Mail	Mailing Items which are declared by you as Responsible Mail and which meet the criteria for Entry Level Responsible Mail and/or Intermediate

	Level Responsible Mail set out in this Contract, including this Schedule 7;
Responsible Mail Discounts	the reductions on the Postage payable on a Mailing Item which we apply to Responsible Mail, as published on our Website and as amended from time to time under the terms of this Contract for the amendment of Access Charges;
Responsible Mail Posting	a UCID Posting containing only all Entry Level Responsible Mail or all Intermediate Level Responsible Mail; and
Sample/Seed	has the meaning given to it in paragraph 8.1.

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 earlier of:
 - 3.2.1 the date this Contract is terminated in line with its terms; or
 - 3.2.2 the date this Schedule is terminated under paragraphs 9.1.3, 10.6.2 or 13 of this Schedule.

4 The Responsible Mail Service

- 4.1 Responsible Mail is a six Working Day a week Access Service.

5 Specifications for Responsible Mail

- 5.1 The specifications and requirements set out in this Schedule are in addition to the specifications and requirements contained elsewhere in your Contract, including the User Guide. You must comply with those specifications and requirements in addition to those set out in this Schedule.
- 5.2 To qualify as Responsible Mail you shall ensure:
 - 5.2.1 that Mailing Items:
 - (a) consist of a largely uniform message to all addressees of the Responsible Mail Posting;
 - (b) have the purpose of promoting the sale or use of products or services, or to encourage contribution to or support of a cause;
 - (c) are either a Letter or a Large Letter;
 - (d) in the case of Entry Level Responsible Mail, meet the requirements of paragraphs 6.1 (the "Data Specification") and 7.1 (the "Sourcing and Recyclability Specification");
 - (e) in the case of Intermediate Level Responsible Mail, meet the requirements of paragraphs 6.1 and 6.2 (the "Data Specification") and paragraphs 7.1 and 7.2 (the "Sourcing and Recyclability Specification"); and
 - (f) meet the requirements for seed Mailing Items set out in paragraph 8; and

5.2.2 that each Responsible Mail Posting:

- (a) contains a minimum 4000 Mailing Items in a Daily Posting; and
- (b) is assigned a UCID pertaining to the Originating Customer or Customer Entity, to be used in line with this Contract. (For clarity, you may not mix Mailing Items with different mailing pack designs in Containers assigned to a single UCID);
- (c) is presented in Containers which all contain exclusively either Entry Level Responsible Mail or Intermediate Level Responsible Mail Mailing Items, as the case may be;
- (d) unless the Data Opt Out has been exercised, has an unique Mail Reference assigned to it and that the same Mail Reference is entered on the Posting Docket or e-Manifest (as applicable) and the associated Sample/Seed,

and, for the avoidance of doubt, the Responsible Mail Discounts will nonetheless apply to the Responsible Mail Posting provided such Mail Items comply with remainder of this paragraph 5.2 even if the Data Opt Out has been exercised in accordance with 14.2.2 or 14.2.3 (as applicable).

5.3 A Responsible Mail Posting may be presented in Yorks with other UCID Postings or Consolidated Postings, as long as you use Yorks in line with this Contract.

6 Data specification

6.1 For all Responsible Mail, you must comply with the following data specification:

- 6.1.1 where data is not from a consent based file, you must have a documented procedure in place that is used to suppress customer and prospect data against the Mailing Preference Service (MPS) file, including MPS Deceased, and each address list used by you to prepare each Responsible Mail Posting must be run against these files not more than 30 days before the Mailing Items that use the data is delivered to the recipient (and for the purpose of this specification all references to the term "delivered" in this Schedule shall mean "posted" as notified by you to us);
- 6.1.2 you must keep and maintain an internal suppression file to ensure that opt-outs are properly logged, and each Responsible Mail Posting must be run against these files 30 days or less before the Mailing Items that use the data are handed over to us; and
- 6.1.3 you must ensure that at least 90 per cent of Mailing Items are fully and accurately addressed and postcoded in line with our Postcode Address File (PAF®).

6.2 For Intermediate Level Responsible Mail you must also:

- 6.2.1 not more than 30 days before you hand over Responsible Mail to us, run your data against one or more commercially available and up to date deceased and goneaway file(s) (such as our 'Universal Suppression Service') and commercially available business goneaway file(s) (such as our 'Business Changes File');
- 6.2.2 within three months of receipt by you, remove from your mailing lists the names and addresses for:
 - (a) Mailing Items returned to you as deceased or "goneaways" from any previous mailings; and
 - (b) opt-outs returned to you from any previous mailings;

- 6.2.3 ensure that each Mailing Item clearly incorporates information as to how the addressee can register to unsubscribe preference options relating to any or all of the sender's legal entity brands and/or products for a period of one year; and
- 6.2.4 ensure that at least 95 per cent of Mailing Items are fully and accurately addressed and postcoded in line with our Postcode Address File (PAF®).

7 Sourcing and Recyclability Specification

7.1 All Responsible Mail must comply with the following sourcing and recyclability specification:

- 7.1.1 all paper (envelope and contents) used must:
 - (a) contain recycled fibre from recovered waste paper and/or virgin fibre sourced from a forest certification scheme approved by Central Point of Expertise on Timber Procurement (CPET); and
 - (b) be produced using non-chlorinating bleaching methods, specifically, Elemental Chlorine Free (ECF), Processed Chlorine Free (PCF) and Total Chlorine Free (TCF) including oxidizing and reductive bleaching;
- 7.1.2 all paper elements including window and padded envelopes, must be recyclable;
- 7.1.3 each envelope or pack outer must contain a statement and/or logo on how to recycle the Mailing Item;
- 7.1.4 all paper products used in the production of the Mailing Items must be sourced from paper mills that operate an environmental management system which accords with the standards of BS EN ISO 14001 and/or Eco-Management and Audit Scheme (EMAS);
- 7.1.5 printers, mailing houses or in-house facilities used to produce a Mailing Item must have a documented commitment to environmental management and a baseline for environmental performance which identifies and ensures compliance with environmental legislation and develops environmental objectives, targets and programmes;
- 7.1.6 each Mailing Item must have less than 90 per cent ink coverage; and
- 7.1.7 none of the following may be present in any Mailing Item:
 - (a) polywrap envelopes; or
 - (b) laminate finishes.

7.2 For Intermediate Level Responsible Mail you must also:

- 7.2.1 ensure that all printers and mailing houses or in-house mailing facilities used to produce Responsible Mail maintain environmental management systems which accord with the standards of BS EN ISO 14001; and
- 7.2.2 ensure that neither of the following is present in any Mailing Item:
 - (a) ultraviolet varnish finishes; or
 - (b) rubber based adhesives.

8 Seed Mailing Items

- 8.1 For each Responsible Mail Posting you must provide us with a sample of each mailing pack design to verify conformance to the content requirement of the Responsible Mail specification. This can be provided as a sample pack prior to posting or by including us as a seed to the Posting (the **Sample/Seed**). We will retain each of the items received and use them for:
- 8.1.1 reference during the audit process as set out in paragraph 10 of this Schedule; and
 - 8.1.2 unless the Data Opt Out has been exercised, the purpose envisaged in paragraph 14.1 of this Schedule.
- 8.2 You are required to provide samples or seeds that are exact reproductions of the Mailing Items posted in terms of both envelopes used and contents enclosed for each Responsible Mail Posting. The samples or seeds must:
- 8.2.1 be addressed to our nominated address as detailed in the User Guide, or such other location as may be notified from time to time; and
 - 8.2.2 include:
 - (a) the posting Customer Entity's or Originating Customer's UCID; and
 - (b) unless the Data Opt Out has been exercised, a unique Mail Reference for the specific Responsible Mail Posting to which the Sample/Seed relates; and
 - 8.2.3 be handed over to us on the same date as the Responsible Mail Posting is posted.

9 Failure to meet the specifications

- 9.1 If you hand over a Responsible Mail Posting and we establish to our reasonable satisfaction that you have not complied with all or any of your obligations of this Schedule or that Mailing Items in the Responsible Mail Posting do not meet the Responsible Mail specifications, we may:
- 9.1.1 reject the Responsible Mail Posting;
 - 9.1.2 allow you to hand over the Responsible Mail Posting but remove the Responsible Mail Discount from that Responsible Mail Posting and charge you the applicable Access Charges for the Access Service specification that those Mailing Items meet; or
 - 9.1.3 suspend or terminate your right to post Responsible Mail under this Schedule immediately on giving written notice to you.

10 Audit and non-compliance

- 10.1 We must be reasonably satisfied at all times that you can comply, and are complying, with the terms of the Contract in relation to Responsible Mail including the terms of this Schedule. To satisfy us of your ability to comply and your continued compliance with those terms, you agree, among other things, to:
- 10.1.1 allow us to carry out a compliance audit in line with paragraphs 10.2 and 10.3;
 - 10.1.2 provide us with Samples/Seeds; and
 - 10.1.3 prior to each Responsible Mail Posting, notify us of the identity of your Originating Customers or Customer Entities submitting Samples/Seeds as

Responsible Mail, provided that we may use this information for the sole and exclusive purpose of auditing the relevant Mailing Items for compliance with this Schedule.

- 10.2 Before or after you hand over to us a Responsible Mail Posting, or at any time while this Schedule forms part of your Contract, and if requested by us on not less than five Working Days' notice, you agree to allow us to carry out a compliance audit of your supply chain and mailing processes and the supply chain and mailing processes of your Originating Customers and Customer Entities for whom you are handing over Responsible Mail. You shall provide all reasonable assistance that we reasonably require with any such audit, including but not limited to promptly giving us access to your premises, staff, records and processes and to procuring us access to the premises, staff, records and processes of your Originating Customers or Customer Entities where such access is reasonably required by us for the purpose of our audit.
- 10.3 If we wish to carry out an audit without visiting your premises, you shall co-operate with us by responding fully and promptly to any reasonable requests that we make for information or documentation. This may include, but is not limited to, requiring you to tell us the identity of your Originating Customers or Customer Entities that are submitting seeds in their Responsible Mail Posting. We undertake to keep confidential the identity of those Originating Customers or Customer Entities and to use that information for the sole and exclusive purpose of auditing your compliance with the terms of this Schedule.
- 10.4 For the avoidance of doubt, nothing in this paragraph 10 will restrict us from using the identity of the Originating Customer or Customer Entity for the purpose of paragraph 14.1 where the Data Opt Out has not been exercised by them.
- 10.5 Whether or not we carry out an audit, it is your responsibility to ensure all Mailing Items handed over to us as Responsible Mail meet the requirements of this Schedule.
- 10.6 If we (acting reasonably) consider that you have not complied and/or cannot comply fully with the terms of the Contract in relation to Responsible Mail including the terms of this Schedule, we may:
 - 10.6.1 (regardless of any other term of this Contract) suspend your rights under this Schedule until we are satisfied of your compliance and your ability to comply;
 - 10.6.2 (regardless of any other term of this Contract) terminate your rights under this Schedule if we reasonably consider it appropriate; and
 - 10.6.3 where we can demonstrate that you have not fully complied with the terms of this Schedule in respect of specific Responsible Mail Postings and where you have benefited from the charges available for Responsible Mail, we may require you to pay us:
 - (a) a sum equal to the difference between the aggregate Responsible Mail charges paid as part of such Posting(s) and the appropriate Access Service charges that would have been payable by you for such Posting(s) under the Contract for Mailing Items that do not qualify as Responsible Mail; and
 - (b) our reasonable costs and expenses incurred in carrying out the audit and calculating the amount due from you under (a) above.

11 Pricing

- 11.1 Only Mailing Items eligible for Responsible Mail that you hand over to us and we accept will qualify for the Responsible Mail Discount, either as Entry Level Responsible Mail or Intermediate Level Responsible Mail dependent upon which of those specifications the Mailing Items meet.

- 11.2 (Regardless of any other term of this Contract) we may change the Responsible Mail Discounts on at least ten weeks' prior written notice.
- 11.3 All discounts shall be credited to you on the occasion of each Daily Posting in line with the payment terms set out in clause 11 of the General Access Terms and Conditions.
- 11.4 We publish the Responsible Mail charges on the pricing page of the Website, as amended from time to time in line with clause 13 of the General Access Terms and Conditions. The charges for Responsible Mail as published include the Responsible Mail Discount.

12 Deduction of the ASBOF Levy

- 12.1 You agree that we may, subject to paragraph 12.3 of this Schedule, collect the ASBOF Levy on behalf of ASBOF on all direct mail Mailing Items presented as Responsible Mail under the terms of the Contract. The ASBOF Levy is voluntary. We shall pass the entire value of the ASBOF Levy to ASBOF at the end of each quarter of the financial year. The value of the ASBOF Levy shall be that as stated on the pricing page of the Website, as changed from time to time. You and we agree that when you present Mailing Items as Responsible Mail with Advertising Mail, the ASBOF Levy will be applied only once and not across both Access Services.
- 12.2 You acknowledge that we are providing a collection service for the ASBOF Levy only. If you want a refund of the ASBOF Levy that you have paid, you must submit a written retrospective claim to ASBOF, on a quarterly or annual basis, to be sent to The Treasurer, ASBOF, 5th Floor, 21 Berners Street, London W1T 3LP (or such other address as may be advised from time to time), giving the following information:
 - 12.2.1 evidence confirming that you have paid the ASBOF Levy, and confirmation of the amount paid; and
 - 12.2.2 an explanation (in reasonable detail) setting out the reason for your request for a refund.
- 12.3 We will notify you if we are no longer appointed to collect the ASBOF Levy.
- 12.4 We may amend or withdraw the requirements of this paragraph 12 of this Schedule on three months' notice.

13 Change and termination

- 13.1 Regardless of any other term of this Contract, we may change the specifications of paragraphs 5 to 8 of this Schedule by giving you at least four months' written notice. This will enable us to ensure that our Responsible Mail service reflects the emerging environmental landscape given the pioneering nature of this service.
- 13.2 Regardless of any other term of this Contract, we may withdraw the Responsible Mail service on six months' written notice in which event this Schedule 7 will terminate at the expiry of that six month period.
- 13.3 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 other Party commits any material or persistent breach of the terms of the Contract or this Schedule as long as, where the breach can be remedied, it has not been remedied within 30 days of the Party in breach having been notified of the breach by the other and asked to take steps to remedy the breach.
- 13.4 Regardless of any other term of this Contract, we may terminate the terms of this Schedule on written notice with immediate effect if:
 - 13.4.1 you fail to pay any Postage, Surcharges, Profile Surcharges or other charges due under this Contract as they fall due; or
 - 13.4.2 an Insolvency Event occurs.

- 13.5 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.

14 Ad Mail Information

- 14.1 We wish to use Ad Mail Information for the purpose of assessing the circulation of Responsible Mail and to create an advertising mail currency that enables advertisers to benchmark their investments in Responsible Mail against other media. To do this we wish to share the Industry Input Data with JICMAIL and permit JICMAIL to share the Industry Input Data with the Independent Marketing Specialists for the purpose of creating reports for the industry.

- 14.2 You agree to inform each Originating Customer and Customer Entity:

14.2.1 of our wish to use their Ad Mail Information and share the Industry Input Data for the purposes set out in paragraph 14.1;

14.2.2 that they have the right to opt out of us using their Ad Mail Information and sharing their Industry Input Data (the **Data Opt Out**) by instructing you to notify us by email using the opt out form available on our Website, providing us with the identity of the Originating Customer or Customer Entity who wishes to exercise the Data Opt Out together with their UCID and SCID (if applicable), such notice to be sent to the email address specified in the opt out form with the subject heading 'JIC Opt Out' (**Data Opt Out Notification**);

14.2.3 that the Data Opt Out shall be valid for a period of 12 months from the date of receipt of the Data Opt Out Notification (**Opt Out Period**), following which the Originating Customer or Customer Entity will need to instruct you to send a further Data Opt Out Notification in accordance with paragraph 14.2.2 above should it wish to exercise the Data Opt Out for a further Opt Out Period; and

14.2.4 that:

- (a) if they wish to exercise the Data Opt Out, then it is their responsibility to ensure that they instruct you to send a Data Opt Out Notification in accordance with paragraphs 14.2.2 and 14.2.3 above (as applicable); and
- (b) if we have not received a Data Opt Out Notification, or if the Data Opt Out has expired and we have not received a subsequent Data Opt Out Notification, then we shall be entitled to treat that as their consent for us to use their Ad Mail Information and share their Industry Input Data for the purpose set out in paragraph 14.1 and we shall have no liability to them in respect of such use even if they had instructed you otherwise.

- 14.3 We will use reasonable efforts to notify you in advance of expiry of the relevant Opt Out Period.

- 14.4 You will ensure that:

14.4.1 if the Data Opt Out has not been exercised pursuant to paragraph 14.2.2 or 14.2.3 (as applicable), then:

- (a) the posting Customer Entity or Originating Customer must ensure each Responsible Mail Posting is assigned the correct Mail Reference and such Mail Reference is declared on the Posting Docket or e-Manifest (as applicable) and the associated Sample/Seed item; and:

- (b) where an individual Responsible Mail Posting is being posted across a number of different days, then the same Mail Reference is to be used for each day of that Responsible Mail Posting.
- 14.5 Paragraphs 14.1 to 14.4 shall apply equally if you are the posting customer of the Responsible Mail, in which case:
 - 14.5.1 you may exercise the Data Opt Out by sending us a Data Opt Out Notification in accordance with paragraph 14.2.2;
 - 14.5.2 however, if we have not received a Data Opt Out Notification, or if the Data Opt Out has expired in accordance with paragraph 14.2.3 and we have not received a subsequent Data Opt Out Notification, then we will be entitled to treat that as your consent for us to use the Ad Mail Information and share the Industry Input Data for the purpose set out in paragraph 14.1.
- 14.6 We each agree that, for the purpose of clause 9 (Confidentiality) of the General Access Terms, the Ad Mail Information shall not be Confidential Information for:
 - 14.6.1 those Customer Entities and Originating Customers who have not exercised the Data Opt Out; or
 - 14.6.2 where you are the posting customer, where you have not exercised the Data Opt Out.

15 Deduction of the JICMAIL Levy

- 15.1 You agree that we may, subject to paragraph 15.3 of this Schedule, collect the JICMAIL Levy on behalf of JICMAIL on all direct mail Mailing Items presented as Responsible Mail under the terms of the Contract. The JICMAIL Levy is voluntary. We shall pass the entire value of the JICMAIL Levy to JICMAIL at the end of each quarter of the financial year. The value of the JICMAIL Levy shall be that as stated on the pricing page of the Website, as changed from time to time, and shall be subject to the JICMAIL Levy Cap per each Originating Customer and Customer Entity. Any amounts paid by you in excess of the JICMAIL Levy Cap will be refundable by JICMAIL and we will not be liable to you in respect of any amounts paid by you in excess of the JICMAIL Levy Cap. You and we agree that when you present Mailing Items as Advertising Mail with Responsible Mail, the JICMAIL Levy will be applied only once and not across both Access Services.
- 15.2 You acknowledge that we are providing a collection service for the JICMAIL Levy only. If you want a refund of the JICMAIL Levy that you have paid, you must submit a written retrospective claim to JICMAIL, on a quarterly or annual basis, to be sent to The Treasurer, JICMAIL Limited, DMA House, 70 Margaret Street, London W1W 8SS (or such other address as may be advised from time to time), giving the following information:
 - 15.2.1 evidence confirming that you have paid the JICMAIL Levy, and confirmation of the amount paid; and
 - 15.2.2 an explanation (in reasonable detail from a board member) setting out the reason for your request for a refund.
- 15.3 We will notify you if we are no longer appointed to collect the JICMAIL Levy.
- 15.4 We may amend or withdraw the requirements of this paragraph 15 of this Schedule on 70 days' notice.