

Schedule 5

Operational Presentation Facilities

General Section

You may opt to use certain of our Operational Presentation Facilities services, in line with the Contract and the following Parts of this Schedule 5:

- Part 1 – Mixed Weight;
- Part 2 – Discontinued;
- Part 3 – Acceptance by Vehicle;
- Part 4 – Mixing Supply Chain IDs;
- Part 5 – Digital Stamps; and
- Part 6 – 49-Way Sort Mech Letter Option.

This Schedule 5 sets out the terms and conditions which apply to the use of those Operational Presentation Facilities. Defined terms in this Schedule 5 will have the meaning given to them in Schedule 1 (Definitions and Interpretation).

Part 1 – Mixed Weight

1 Background

- 1.1 This Part 1 sets out the terms on which we both agree that you may designate certain Containers of Mailing Items as 'Mixed Weight'.

2 Mixed Weight Specification

- 2.1 You must comply with all of your obligations under this Part 1 and the User Guide when presenting Mailing Items as Mixed Weight.

3 Audit and non-compliance

- 3.1 Before you post Mixed Weight Mailing Items under this Contract, we must be reasonably satisfied that you can comply with the terms of this Part 1. Among other things, we may require you to allow us to carry out a compliance audit of your supply chain and mailing processes.
- 3.2 Before or after you post Mixed Weight Mailing Items, and at any time while the Contract is in force, we may audit your ability to comply, and audit your actual compliance, with the terms of this Part 1. However, regardless of any such audit, it is your responsibility to ensure that you comply with the terms of this Part 1.
- 3.3 We shall give you reasonable notice (being not less than 5 Working Days) of any audit that we intend to carry out under paragraph 3.2. 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. 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.
- 3.4 If we (acting reasonably) consider that you have not complied and/or cannot comply fully with this Part 1, we may (regardless of any other term of this Contract):
- (a) suspend your rights under this Part 1 until we are satisfied of your compliance and ability to comply; or
 - (b) terminate your rights under this Part 1 if we reasonably consider it appropriate.

4 Change and withdrawal

- 4.1 Regardless of any other term of this Contract, we may change or withdraw this Service on 70 days' written notice. If withdrawn, this Part 1 will terminate at the expiry of that notice period.

Part 2 – Discontinued

Part 3 – Acceptance by Vehicle

1 Background

1.1 This Part 3 sets out the terms on which we agree to process Mailing Items:

- (a) that have been presented at an Inward Mail Centre in line with the terms of the Contract and where you have used Segregation by Format;
- (b) which are presented in Yorks (and, for clarity, this does not include Mailing Items which you are required to manually transfer into empty Yorks upon arrival at an Inward Mailing Centre); and
- (c) the details of which have been reported to us by the vehicle on which they arrived, in line with the terms of this Part 3.

For clarity, the terms of your Contract and the User Guide 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 Part 3.

1.2 This Part 3 shall only apply where you are deemed a Carrier.

2 Your Contract and Acceptance by Vehicle

2.1 The Contract sets out your obligations on how to present Mailing Items to us, procedures for processing your Mailing Items and procedures for handling your Mailing Items that do not comply with the terms of the Contract. Subject to paragraph 2.2, these obligations and procedures shall continue to apply to the extent they are not changed under this Part 3.

2.2 For clarity, we both agree that the terms of Sections 6.5(a) and 6.5(c) of the User Guide shall not apply between you and us to the extent that those terms directly conflict with the terms of this Part 3.

2.3 We both agree to comply with the relevant terms of the User Guide and the terms of this Part 3.

3 Tri-Slot Mail Centres

3.1 You must submit a request to us using the form published on our Website, as updated from time to time in order to:

- (a) designate an Inward Mail Centre as a Tri-Slot Mail Centre; and/or
- (b) book Tri-Access Slots at a Tri-Slot Mail Centre.

3.2 We may accept or deny any request submitted pursuant to paragraph 3.1 at our absolute discretion, taking into account the operational resources available at the relevant Inward Mail Centre at the time of the request.

3.3 If, at any time, we reasonably decide that due to operational reasons:

- (a) we will not be able to keep an Inward Mail Centre designated as a Tri-Slot Mail Centre; and/or

- (b) we 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,

we 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.

4 Termination

- 4.1 Regardless of any other term of this Contract, either of us may terminate the terms of this Part 3:

- (a) by giving the other not less than 7 days' written notice if the other Party commits any material or persistent breach of the terms of this Part 3 and, where the breach can be remedied, it has not been remedied within 7 days of the Party in breach having been notified of the breach by the other and asked to take steps to remedy the breach; and
- (b) by giving the other Party not less than 6 months' written notice.

5 Development of Acceptance by Vehicle

- 5.1 We both recognise that the Acceptance by Vehicle process is pioneering in nature. Either you or we may therefore consider, once this Part 3 has taken effect, that Part 3 does not address matters which should be addressed or that the operational elements do not function in a desirable way. If so, we both agree to work together in good faith to try and resolve any such issues. If we both fail to agree on how to resolve such issues, the terms of this Part 3 may be terminated in line with paragraph 4.1(b).
- 5.2 We both 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.
- 5.3 We both 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.

Part 4 – Mixing Supply Chain IDs

1 Background

- 1.1 This Part 4 sets out the terms on which we agree for you to mix Mailmark Mailing Items belonging to different SCIDs into Containers (**Mixing SCIDs**) and applies to Mailing Items that are presented at an Inward Mail Centre in accordance with the terms of your Contract and this Part 4.
- 1.2 Before you can hand over Mixed SCID Containers to us you must, at your own cost, undertake all systems and procedural changes required to enable you to meet the Mixing SCIDs Specification and notify us in writing once you have done this.
- 1.3 Once we have confirmed that you have made all such changes referred to in paragraph 1.2 we will notify you of the Mixing SCIDs Start Date.

2 Mixing Supply Chain IDs Specification

- 2.1 Your Contract sets out your obligations about how to present Mailing Items to us and the procedures for handling your Mailing Items that do not comply with the terms of your Contract. Subject to paragraph 2.2, you must continue to comply with these obligations and these procedures will continue to apply to the extent they are not dis-applied or changed under this Part 4.
- 2.2 For clarity, we both agree that the terms of Paragraph 2.1(b)(ii) of Appendix G, Paragraph 2.1(b)(ii) of Appendix I, Paragraph 4.1(a) of Appendix G, Paragraph 6.1(a) of Appendix I and Paragraph 9.1(b) of Appendix M of the User Guide shall not apply between you and us to the extent that those terms directly conflict with the terms of this Part 5 (including the Mixing SCIDs Specification).

3 Termination

Regardless of any other term of your Contract:

- (a) either of us may terminate this Part 4:
 - (i) by giving the other not less than 30 days' written notice if the other Party commits any material or persistent breach of the terms of this Part 4;
 - (ii) on written notice to the other with immediate effect if Part 1 of Schedule 8 (Mailmark® Options) is terminated for whatever reason;
- (b) we may terminate this Part 4 by giving you no less than 6 months' written notice.

4 Development of Mixing SCIDs

- 4.1 We both recognise that Mixing SCIDs is pioneering in nature. Either you or we may consider, once this Part 4 has taken effect, that this Part 4 (including the Mixing SCIDs Specification) does not address matters which should be addressed, or that the technical and operational elements of Mixing SCIDs do not function in a desirable way. If so, we both agree to work together in good faith to try and resolve any such issues and, if we decide it is necessary, we will make changes and update the terms

of this Part 4 and/or the Mixing SCIDs Specification in accordance with the terms of your Contract.

- 4.2 Without prejudice to paragraph 4.1, we may change the terms of this Part 4 (including the Mixing SCIDs Specification) at any time in accordance with clause 13.2(a)(i) of the General Access Terms and Conditions.

Part 5 – Digital Stamps

1 Background

- 1.1 This Part 5 sets out the terms on which we both agree that you may use digital reproductions of Royal Mail standard stamp designs, cancellation marks and the Royal Mail Cruciform on Mailing Items as illustrated in the User Guide (the "**Digital Stamp Indicator**"). The protections afforded to a Royal Mail Access Indicator under the Contract will also apply to each Digital Stamp Indicator (including but not limited to clauses 15 and 16 of the General Access Terms and Conditions).
- 1.2 We both agree that the terms of the User Guide shall not apply between you and us to the extent that those terms directly conflict with the terms of this Part 5.

2 Digital Stamps Specification

- 2.1 If you comply with your obligations under the Contract, including the User Guide and this Part 5, we will permit you to use Digital Stamp Indicators on Mailing Items posted under Royal Mail Mailmark.
- 2.2 In respect of each Mailing Item that uses a Digital Stamp Indicator, you shall ensure that the design, print and production of the Digital Stamp Indicator used complies with the requirements of the Digital Stamp Design Specification set out in the User Guide.
- 2.3 If you do not comply with the terms of this Part in your use of Digital Stamp Indicators on Mailing Items and, as a consequence, your Mailing Items are not machine-readable and require manual or other intervention, we may apply an Adjustment in line with the User Guide.
- 2.4 You agree to cooperate with us and satisfy our reasonable requests for information and samples for the purposes of us maintaining quality control. You agree to provide to us the dates of each of your mailings that use Digital Stamp Indicators and the Inward Mail Centres used for such mailings.

3 Changes and Termination

- 3.1 We reserve the right to withdraw any of the Digital Stamp Indicators on not less than 7 days' prior written notice and we shall process Mailing Items using the withdrawn Digital Stamp Indicator for up to 60 days following the date of the withdrawal notice.
- 3.2 Regardless of any other term of the Contract, we may change the terms of this Part 6 by giving you at least 70 days' prior written notice (or sooner if we both agree in writing).
- 3.3 Regardless of any other term of the Contract, either of us may terminate the terms of this Part 6 by giving the other Party not less than 30 days' prior written notice.

Part 6 – 49-Way Sort Mech Letter Option

1 Background

1.1 This Part 6 and the User Guide:

- (a) set out the terms on which we agree to permit you to present certain machinable letters to a lower sortation level, which will reduce the minimum number of SSCs from 86 SSCs to 49 SSCs for those letters (the **49-Way Sort Mech Letter Option**); and
- (b) specifies the specific amendments to your Contract that will apply if this Part 6 forms part of your Contract.

2 49-Way Sort Mech Letter Option Specification

2.1 Subject to you complying with the terms of this Part 6, you may present the Royal Mail Mailmark Letters at our Inward Mail Centres to those 49 SSCs that are set out in our 49-way sort look-up table (the **49 SSCs**). The 49-way sort look-up table is attached to the file that contains the Access Selection Files on our Website.

2.2 You agree that you will continue to present all other Mailing Items to 86 or 1529 SSCs, using the correct Access Selection Files (as appropriate).

2.3 Before you can present any Royal Mail Mailmark Letters to 49 SSCs, you must make the necessary changes to your sortation software to enable this. You agree to make such changes (or to instruct your software supplier to do so) before presenting to us any Royal Mail Mailmark Letters at 49 SSCs.

2.4 If you present to us:

- (a) any Royal Mail Mailmark Letters that you wish to sort to 49 SSCs before changing your sortation software in accordance with paragraph 2.3; or
- (b) any Mailing Items, other than the Royal Mail Mailmark Letters, to 49 SCCs (an **Incorrect Sort**) then:

we may reject the relevant Posting (or segment of a Posting) pursuant to the terms of your Contract and our rights and remedies applicable to incorrect mail presentations (including Section 10 of the User Guide) shall apply.

2.5 Without prejudice to paragraph 2.4, if you present more than two Incorrect Sorts on different days to us then we may also suspend your right to use the 49-Way Sort Mech Letter Option on notice to you until such time as you can demonstrate that the cause of your Incorrect Sorts has been remedied to our reasonable satisfaction.

3 Withdrawal

3.1 We may withdraw this Part 7 on giving you at least 190 days' written notice. If we do this, the terms in this Part 7 shall cease to have effect on the expiry of our written notice.