

SCHEDULE 9

TRAY DECANTING

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 we agree to change the terms of section 6.5 of the User Guide (which states that Mailing Items destined for the Channel Islands must not be presented in trays) and sets out the terms on which we agree to process Mailing Items for the Channel Islands where those Mailing Items are presented to an Inward Mail Centre in trays.

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.

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 6 of this Schedule.

4 Your and our obligations

- 4.1 If you comply with your obligations under this Contract including the User Guide and this Schedule, we will process the Mailing Items that you present in line with paragraph 5 of this Schedule.
- 4.2 You and we agree that:
- 4.2.1 the terms of the User Guide stating that Mailing Items destined for the Channel Islands must not be presented in trays shall not apply to the extent that those terms conflict with the terms of this Schedule; and
 - 4.2.2 all other terms of the Contract including the User Guide shall remain unchanged and shall apply alongside this Schedule.

5 Tray decanting specification

- 5.1 Regardless of any other term of this Contract, you may present your Mailing Items that are destined for the Channel Islands in trays as long as you meet all of the other requirements set out in the Contract.
- 5.2 You shall pay us for decanting the Mailing Items from trays into bags at the designated Inward Mail Centre in respect of Mailing Items destined for the Channel Islands. The charges for this service are as displayed on the pricing page of the Website, under "other charges", as amended from time to time in line with Clause 13 of the General Access Terms and Conditions
- 5.3 Regardless of any other term of this Contract, we may change these charges annually on four weeks' written notice.

6 Termination

- 6.1 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 30 days' written notice.
- 6.2 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 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.
- 6.3 Regardless of any other term of this Contract, we may terminate the terms of this Schedule on written notice with immediate effect if:
 - 6.3.1 you fail to pay any Postage, Surcharges, Profile Surcharges or other charges due under this Contract as they fall due; or
 - 6.3.2 an Insolvency Event occurs.
- 6.4 Upon termination of the terms of this Schedule, all of the other terms of the Contract (including the User Guide) that had been changed by this Schedule shall be reinstated and shall have full force and effect.
- 6.5 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.