



9th January 2015

Royal Mail Wholesale

2nd Floor
185 Farringdon Road
London
EC1A 1AA

ACCESS CONTRACT REFRESH 2015 CHANGES TO THE ACCESS LETTERS CONTRACT AND THE WHOLESALE PARCELS CONTRACT

Dear Customer,

We recently completed our annual review of the terms and conditions of the Access Letters Contract and Wholesale Parcels Contract to ensure that they are working as intended. We have identified a handful of terms that require amending because they are either out of date or need clarification on how they work in practise.

We also reviewed the User Guides and have one improvement change which some of you have already helped us to test.

The table below summarises the changes and the dates on which they become effective.

Contract Ref.	Description	Change Proposal	Effective date
Clause 2.3 of General T&Cs; and Sch 2, 6.1.1(d)	References to the Scheme	REMOVE: To remove all references to the Scheme, as the Scheme applies to consumers who do not have contracts directly with Royal Mail and is not applicable or relevant to Access customers who have contracts with Royal Mail.	20.7.15
Clause 9.3	Nothing in clause 9 shall stop us from disclosing any information necessary to comply with our obligations under the FOIA.	REMOVE: To remove all references to FOIA. As a result of the privatisation of Royal Mail Group Limited in 2013, Royal Mail no longer has the FOIA obligations which are described in clause 9.3.	20.7.15
Sch 3, Option A, 9.1 & 10.1, Option B, 6.1 & 7.1	Invoicing of profile surcharges within 30 days of year end	CLARIFY: to say invoice for surcharges to be raised within 30 days of notifying customers of their year end performance results.	20.7.15
User Guide Changes			
UG, Section 11.3	Time by which you must provide DSACC with pre-notification each Working Day of the Postings you intend to hand over on the next Working Day.	NEW: If you have developed your systems and agreed with us a more accurate, later pre-notification process, you may provide, in addition to the 10am pre-notification, a later pre-notification by 16:00 each working day of the Postings you intend to hand over on the next working day.	9.2.15

We will also be issuing during the week of 12th January 2015 a consultation document describing some further proposed changes to the Access Letters Contract that we are minded to introduce and that we would like to discuss with you in order to get your views on them.

Formal contract change notices

We enclose formal contract change notices relevant to specific Access contracts, as follows:

Contract	Relevant Contract Notices
Access Letters Contract	Access Letters Contract Change Notice 010
Wholesale Parcels Contract	Wholesale Parcels Contract Change Notice 004
Access Letters and Wholesale Parcels User Guides	User Guide Amendment 33

Further details regarding these changes will be available via your Access Account Director.

Yours sincerely,



Luisa Fulci
Regulated Products Director
Consumer and Network Access

ACCESS LETTERS CONTRACT CHANGE NOTICE NUMBER 010

DATED: 9 JANUARY 2015

These notices apply to you if you hold an **Access Letters Contract** (Contract) with **Royal Mail Group Limited**, a company registered in England and Wales (number 04138203) with its registered address at 100 Victoria Embankment, London EC4Y 0HQ.

1 Definitions and interpretation

- 1.1 If a word or expression is defined in these notices, it shall have the meaning given in these notices.
- 1.2 Any words or expressions which are not defined in these notices, but have an initial capital letter, shall have the meanings given to them in the Contract.
- 1.3 All of the rules about how to interpret the Contract shall apply to these notices.

2 Contract Changes

- 2.1 We hereby give you notice under clauses 13.2.1(a) of the General Access Terms and Conditions, to make the changes to the Contract detailed in this Change Notice Number 010 with effect from the **20 July 2015**.
- 2.2 In the General Access Terms and Conditions, clause 2 will change to have reference to the Scheme removed and so will read as follows:

"2. The Services

2.1 We will provide the Services from the Access Start Date. We will carry out our obligations set out in this Contract and we will comply with the terms of this Contract.

2.2 You agree to carry out your obligations set out in this Contract and to comply with the terms of this Contract. If you post any Mailing Items on behalf of a third party, you agree to ensure that they also comply with the terms of this Contract."

- 2.3 In the General Access Terms and Conditions, clause 9.3 will be deleted since, as a result of the privatisation of Royal Mail Group Limited in 2013, Royal Mail no longer has the FOIA obligations which are described in clause 9.3.
- 2.4 In Schedule 1, the following definitions will be deleted:

"FOIA - the Freedom of Information Act 2000;

Scheme - a scheme known as "The Royal Mail United Kingdom Post Scheme 1st January 2013" as amended from time to time and any replacement or similar scheme or schemes (and any amendments) relating to inland postal services which are made or deemed to have been made by us under section 89 of the Postal Services Act 2000, as amended by the Postal Services Act 2011. You can view the scheme at the website www.royalmail.com;"
- 2.5 In Schedule 1, the following definitions will change to read as follows:

"Prohibited Items - has the meaning set out in the User Guide;

Restricted Items - has the meaning set out in the User Guide;

Valuables - has the meaning set out in the User Guide;”

2.6 In Schedule 2, paragraph 6.1.1(d) will have reference to the Scheme removed and read as follows:

“6.1.1 (d) contravenes the User Guide’s lists of Prohibited Goods, Restricted Goods or Valuables;”

2.7 In Schedule 3, Price Plan Option A, paragraphs 9.1 and 10.1 will change to read as follows in order to reflect what happens in practice with the invoicing of Profile Surcharges:

*“9.1 We will invoice you for any Profile Surcharges **within 30 days of notifying you** of your end of Contract Year performance. Payment of the Profile Surcharges invoiced shall be made in accordance with clause 11 of the General Access Terms and Conditions.”*

*“10.1 If this Contract terminates during a Contract Year, we may levy Profile Surcharges in respect of the period from the start of the Contract Year to the date of termination of the Contract (which we refer to in this paragraph as an Abbreviated Contract Year). We will calculate your Profile Surcharges for the Abbreviated Contract Year in line with paragraphs 5 and 7 above as if the Abbreviated Contract Year was a Contract Year, and we will invoice you for those Profile Surcharges **within 30 days of notifying you** of your end of Abbreviated Contract Year performance.”*

2.8 In Schedule 3, Price Plan Option B, paragraph 7.1 will change to read as follows in order to reflect what happens in practice with the invoicing of Profile Surcharges:

*“7.1 If this Contract terminates during a Financial Year, we may levy Profile Surcharges in respect of the period from the start of the Financial Year to the date of termination of the Contract (which we refer to in this paragraph as an Abbreviated Financial Year). Subject to statistically sufficient sampling data having in our reasonable opinion been collected by us during the Abbreviated Financial Year, we will calculate your Profile Surcharges for the Abbreviated Financial Year in line with paragraph 4 and Annex A of this Price Plan as if the Abbreviated Financial Year was a Financial Year, and we will invoice you for those Profile Surcharges **within 30 days of notifying you** of your end of Abbreviated Financial Year performance.”*

Signed by



Luisa Fulci

duly authorised for and on behalf of
Royal Mail Group Limited

WHOLESALE PARCELS CONTRACT CHANGE NOTICE NUMBER 004

DATED: 9 JANUARY 2015

These notices apply to you if you hold a **Wholesale Parcels Contract** (Contract) with **Royal Mail Group Limited**, a company registered in England and Wales (number 04138203) with its registered address at 100 Victoria Embankment, London EC4Y 0HQ.

1 Definitions and interpretation

- 1.1 If a word or expression is defined in these notices, it shall have the meaning given in these notices.
- 1.2 Any words or expressions which are not defined in these notices, but have an initial capital letter, shall have the meanings given to them in the Contract.
- 1.3 All of the rules about how to interpret the Contract shall apply to these notices.

2 Contract Changes

- 2.1 We hereby give you notice under clauses 13.2.1(a) of the Parcels General Terms and Conditions, to make the changes to the Contract detailed in this Change Notice Number 004 with effect from the **20 July 2015**.

- 2.2 In the Parcels General Terms and Conditions, clause 2 will change to have reference to the Scheme removed and so will read as follows:

"2. The Services

2.1 We will provide the Services from the Parcels Start Date. We will carry out our obligations set out in this Contract and we will comply with the terms of this Contract.

2.2 You agree to carry out your obligations set out in this Contract and to comply with the terms of this Contract. If you post any Mailing Items on behalf of a third party, you agree to ensure that they also comply with the terms of this Contract.

- 2.3 In the Parcels General Terms and Conditions, clause 9.3 will be deleted since, as a result of the privatisation of Royal Mail Group Limited in 2013, Royal Mail no longer has the FOIA obligations which are described in clause 9.3.

- 2.4 In Schedule 1, the following definitions will be deleted:

"FOIA - the Freedom of Information Act 2000;

Scheme - a scheme known as "The Royal Mail United Kingdom Post Scheme 1st January 2013" as amended from time to time and any replacement or similar scheme or schemes (and any amendments) relating to inland postal services which are made or deemed to have been made by us under section 89 of the Postal Services Act 2000, as amended by the Postal Services Act 2011. You can view the scheme at the website www.royalmail.com;"

- 2.5 In Schedule 1, the following definitions will change to read as follows:

"Prohibited Items - has the meaning set out in the User Guide;

Restricted Items - has the meaning set out in the User Guide;

Valuables - has the meaning set out in the User Guide;”

2.6 In Schedule 2, paragraph 6.1.1(d) will have reference to the Scheme removed and read as follows:

“6.1.1 (d) contravenes the User Guide’s lists of Prohibited Goods, Restricted Goods or Valuables;”

2.7 In Schedule 3, Price Plan Option A, paragraphs 9.1 and 10.1 will change to read as follows in order to reflect what happens in practice with the invoicing of Profile Surcharges:

*“9.1 We will invoice you for any Profile Surcharges **within 30 days of notifying you** of your end of Contract Year performance. Payment of the Profile Surcharges invoiced shall be made in accordance with clause 11 of the General Access Terms and Conditions.”*

*“10.1 If this Contract terminates during a Contract Year, we may levy Profile Surcharges in respect of the period from the start of the Contract Year to the date of termination of the Contract (which we refer to in this paragraph as an Abbreviated Contract Year). We will calculate your Profile Surcharges for the Abbreviated Contract Year in line with paragraphs 5 and 7 above as if the Abbreviated Contract Year was a Contract Year, and we will invoice you for those Profile Surcharges **within 30 days of notifying you** of your end of Abbreviated Contract Year performance.”*

2.8 In Schedule 3, Price Plan Option B, paragraph 7.1 will change to read as follows in order to reflect what happens in practice with the invoicing of Profile Surcharges:

*“7.1 If this Contract terminates during a Financial Year, we may levy Profile Surcharges in respect of the period from the start of the Financial Year to the date of termination of the Contract (which we refer to in this paragraph as an Abbreviated Financial Year). Subject to statistically sufficient sampling data having in our reasonable opinion been collected by us during the Abbreviated Financial Year, we will calculate your Profile Surcharges for the Abbreviated Financial Year in line with paragraph 4 and Annex A of this Price Plan as if the Abbreviated Financial Year was a Financial Year, and we will invoice you for those Profile Surcharges **within 30 days of notifying you** of your end of Abbreviated Financial Year performance.”*

Signed by



Luisa Fulci

duly authorised for and on behalf of
Royal Mail Group Limited