

## SCHEDULE 14

### ROYAL MAIL MAILMARK®

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 Parcels General 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 Mailmark Mailing Items.

#### 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>Batch</b>	a selection of Mailmark barcode Mailing Items that meet the minimum entry volume requirement for the service being used and which are all of the same format and sortation. A Batch is submitted to the eManifest;
<b>Batch ID</b>	the unique identifier that is assigned to a Batch once it has been submitted to the eManifest;
<b>Bill Payer</b>	the Participant in the Supply Chain that is responsible for paying Royal Mail for the Mailmark Mailings;
<b>Carrier</b>	the Participant in a Supply Chain responsible for carrying the Mailmark Mailings;
<b>eManifest</b>	an electronic file created via the eManifest Handling System (eMHS) for each Supply Chain per Working Day. A Batch or Batches are submitted to the eManifest, and once confirmed the eManifest contains a record of your Mailmark Mailing Items which is used to provide eManifest and Batch level reporting;
<b>eManifest Handling System (eMHS)</b>	the web based interface which enables the creation of the eManifest and is used for all actions relating to the eManifest (such as submitting Batches);
<b>eManifest User Guide</b>	the Mailmark eMHS implementation guidelines;
<b>eManifest ID</b>	the unique identifier that is assigned to an eManifest once that eManifest has been created;
<b>Mailmark barcode</b>	a barcode which is either a Royal Mail 2D data matrix barcode or a Royal Mail 4-state

	barcode which contains encoded data and offers eManifest and Batch level reporting;
<b>Mailmark IP</b>	intellectual property rights in the brands Royal Mail Mailmark® and Mailmark™;
<b>Mail Originator</b>	the Participant in the Supply Chain on whose behalf the Mailmark Mailing Items are being produced and delivered;
<b>Mail Producer</b>	the Participant in the Supply Chain that is responsible for producing (including printing and enclosing) the Mailmark Mailing Items;
<b>Mailmark Mailing(s)</b>	a Batch or multiple Batches of Mailmark Mailing Items declared on the eManifest;
<b>Mailmark Mailing Items</b>	Parcels which are declared by you as Mailmark Mailing Items and which meet the criteria for Mailmark Mailing Items set out in this Contract including the Technical Specification;
<b>Mailmark Posting</b>	the total amount of Mailmark Mailing Items each day which you hand over under this Schedule to an individual Inward Mail Centre for us to convey and deliver;
<b>Mailmark Surcharge</b>	an adjustment charge payable in relation to non-compliant Mailmark Mailing Items, as published on our Website and as may be amended from time to time;
<b>Overlay Report</b>	an electronic file uploaded by a Participant that links the details of one or more Mailmark Mailing Items with a relevant UCID Posting declared on the Posting Docket. The layout and format of this file is specified by us and we may change this during the life of this Schedule;
<b>Participant</b>	for a Mailmark Mailing, the Participant is each of the Bill Payer, Carrier, Mail Originator, and Mail Producer that together make up a Supply Chain;
<b>Supply Chain</b>	the combination of all of the four Participants (Bill Payer, Carrier, Mail Originator, Mail Producer) that is required for each Mailmark Mailing relating to those specific Participants;
<b>Supply Chain ID (SCID)</b>	the unique identifier assigned to each Supply Chain; and
<b>Technical Specification</b>	means the document setting out the specification for the Mailmark Mailing Items which is available on the Website, as amended, updated or replaced from time to time

### **3 Commencement and duration**

- 3.1 The terms of this Schedule shall take effect from the 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 paragraph 9 of this Schedule.

#### **4 The Mailmark option**

- 4.1 This Mailmark service is only available for use with Access 70 sortation or Access 1400 sortation.

#### **5 Specifications for Mailmark Mailing Items**

- 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 Mailmark Mailing Items you shall ensure that your Mailing Items comply with the Presentation Specifications of the Technical Specification

- 5.3 To qualify your Mailmark Mailing Items or Mailmark Mailings (as the case may be) for the Mailmark option you shall ensure that:

- 5.3.1 each Mailing Item:

- (a) has a Mailmark barcode printed on it in addition to any other marks that are required for the Access 70 or 1400 Mailing Item in question;
- (b) has a Mailmark barcode printed on it in a manner and location and in accordance with the specifications, as set out in the Technical Specification;

- 5.3.2 for each Mailmark Mailing:

- (a) a Batch or multiple Batches are submitted to an eManifest via the eManifest Handling System in accordance with the the eManifest User Guide referenced within it and accessed via our Website;
- (b) Mailmark Mailing Items are presented to us in accordance with the Presentational Specifications of the Technical Specification;
- (c) Mailmark Mailing Items are presented in Containers which all contain exclusively Mailmark Mailing Items;
- (d) all Mailing Items within a Container must have the same SCID with the exception of consolidated Mailmark Mailings made up of Mailing Items originally from different Supply Chains, which may have different SCIDs if an Overlay Report is provided. A Participant must provide an Overlay Report if Mailmark Mailing Items are not posted as originally expected and are instead put through a consolidation machine to make up a new Mailmark Mailing;
- (e) you must use the correct SCID relevant to a Supply Chain. If you use an incorrect SCID then the wrong Bill Payer may be invoiced and if, due to your incorrect usage of the SCID, we incur any costs, expenses, demands, claims or liabilities in connection with the wrong Bill Payer being invoiced, you agree to indemnify us for those costs, expenses, demands, claims and liabilities;

- 5.3.3 only one eManifest is uploaded per SCID, per Working Day, to the eManifest Handling System. For clarity, a single eManifest may declare a Mailmark Mailing made up of a single Batch or multiple Batches, or if the same Supply Chain has more than one Mailmark Mailing to be posted on the same day, the eManifest may contain multiple Mailmark Mailings provided that each Mailmark Mailing relates to the same SCID;

- 5.3.4 each eManifest is created and confirmed in accordance with the the eMHS User Guide;
  - 5.3.5 you upload all Mailmark Mailing Items on your Daily Posting Docket to DocketHub. For clarity the Docket declaration that you submit is separate and in addition to the eManifest and you cannot use E\*Pro (or any other method of providing a Docket to us other than DocketHub, unless we agree otherwise with you). You must submit the correct eManifest ID and the correct SCID against each bag, tray or other Container on the Daily Posting Docket using the fields provided for those purposes.
- 5.4 To qualify for the Mailmark option, you agree that, in addition to the matters listed in paragraph 5.3 and in respect of each of your Mailing Items and each of your Mailmark Postings, you accept the Mailmark Participant Terms and Conditions so that you are a Participant in a Supply Chain.

## **6 Intellectual Property (IP) Rights**

- 6.1 You acknowledge that Royal Mail is the owner of the Mailmark IP and you do not acquire and are not granted any rights to use the Mailmark IP other than as expressly set out in the Contract.
- 6.2 You may only use the Mailmark IP trademarks in connection with the Mailmark option and in the form stipulated by us and you will observe any directions given by us as to colours and size or representations of such trademarks. All rights in and to the Mailmark IP trademarks (including any goodwill arising from your use of the Mailmark IP trademarks) will belong to Royal Mail.
- 6.3 You may not remove or obscure any Mailmark IP or Intellectual Property Rights notices relating to the Mailmark IP included by us in any document we provide to you and you must acknowledge Royal Mail's ownership of the Intellectual Property Rights in the Mailmark IP in the form and manner reasonably required by Royal Mail from time to time.

## **7 Posting Performance**

- 7.1 Failure to meet the required minimum level of address or Postcode accuracy as set out in the Technical Specification will result in us taking one or more of the actions set out in paragraph 8.1.
- 7.2 The performance of your Mailmark Mailing is optimised when:
  - 7.2.1 each Mailmark Mailing Item is well designed in accordance with the Technical Specification;
  - 7.2.2 the address and Postcode on the Mailing Item is consistent with the Postcode in the Mailmark barcode on each Mailing Item and in the eManifest;
  - 7.2.3 all address and Postcode elements match the correct record held in PAF®; and
  - 7.2.4 all Mailing Items have been correctly sorted and presented to the relevant Mail Centre in line with the Presentation Specifications of the Technical Specification.
- 7.3 If we find address or Postcode accuracy below the accepted tolerances that are specified in the Technical Specification then a Mailmark Surcharge will be payable.
- 7.4 If Mailing Items have not been correctly sorted and presented to the relevant Mail Centre (Missorts), and these are identified by us during processing of the Mailing Items, we shall forward those Mailing Items to the correct Mail Centre. The Mailing Items affected will be charged the relevant Mailmark Surcharge as published on the Website.

- 7.5 Regardless of any other term of the Contract, if you incur Mailmark Surcharges relating to poorly designed or poorly addressed Mailing Items, or Missorts, we will correct your Docket and raise adjustment charges. Such Docket corrections and adjustments may appear on a later invoice than the invoice relating to the initial Docket of the affected Mailmark Mailings.

## **8 Failure to provide Mailmark Mailing Items that can be efficiently processed**

- 8.1 If we establish to our reasonable satisfaction that you have not complied with one or more of your obligations in this Schedule and/or the Technical Specification, we will have the right, without prejudice to our rights set out in Schedule 2 of the Contract, to do one or more of the following:

8.1.1 hold the Mailing Items until you give us complete and accurate documentation;

8.1.2 allow you to hand over the Mailmark Mailing Items but charge you the applicable Charges for the service specification that those Mailing Items actually meet;

8.1.3 where possible, rectify the non-compliant Mailmark Mailing Items and accept those Mailing Items as rectified provided that you shall pay a Surcharge and/or Mailmark Surcharge on those Mailing Items relative to the non-compliance in line with the Technical Specification; or

8.1.4 reject the Mailmark Mailing Items; or

8.1.5 if the number of non-compliant Mailmark Mailing Items exceeds 25% of the total volume of a Mailmark Mailing in a day, request an improvement plan for the affected Supply Chain. If the improvement plan fails to achieve 75% compliance within the agreed time, we will suspend the Supply Chain until such time it achieves 75% compliance.

- 8.2 For Mailing Items posted under this Schedule we will continue with the manual Revenue Protection that we apply currently on Mailing Items at handover and we will continue to apply Docket adjustments and/or Surcharges for any non-compliance in the same manner as we do today.

- 8.3 Regardless of any other term of the Contract, you agree to become subject to Mailmark Surcharges in line with paragraph 8.1.3 from the date specified in paragraph 3.1.

- 8.4 We will notify you by email if we take any of the actions set out in paragraph 8.1.

- 8.5 Notification of actions taken under paragraph 8.1 will be made as soon as reasonably practicable but this may be several days after the day of posting and will certainly be after agreement of the Client Report. You agree that for a Mailmark Mailing we may take any of the actions permitted by this paragraph 8 even if the Client Report for that Mailmark Mailing has already been agreed.

- 8.6 Surcharges and Mailmark Surcharges will appear on an invoice raised after we have notified you of them.

## **9 Changes and termination**

- 9.1 Regardless of any other term of the Contract, except clause 13.2.3, we may change the terms of this Schedule by giving you at least seventy (70) days' written notice (or sooner if you and we agree in writing).

- 9.2 Regardless of any other term of the 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 this Schedule as long as, where the breach can be remedied, it has not been remedied within thirty (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.

- 9.3 Regardless of any other term of the Contract, you may terminate the terms of this Schedule by giving us at least thirty (30) days' notice in which event this Schedule will terminate at the expiry of such notice period.
- 9.4 Regardless of any other term of the Contract, we may terminate the terms of this Schedule by giving you at least one hundred and twenty (120) days' notice in which event this Schedule will terminate at the expiry of such notice period.
- 9.5 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, whether or not any obligations under the Schedule which were intended either to come into or remain in force after termination do so.

## **10 Pricing**

- 10.1 Only Mailing Items eligible for posting using the Mailmark option that you hand over to us and we accept will qualify for the Mailmark option prices.
- 10.2 The Mailmark option prices are published on the Website.