

Schedule 8

Mailmark® Options

General Section

You may opt to use the Mailmark Options, in line with the Contract and the following Parts of this Schedule 8:

- Part 1 – Royal Mail Mailmark®;
- Part 2 – Royal Mail Mailmark® Economy;
- Part 3 – Royal Mail Manual Mailmark™; and
- Part 4 – eManifest Billing.

This Schedule 8 sets out the terms and conditions which apply to the use of those services. Defined terms in this Schedule 8 will have the meaning given to them in Schedule 1 (Definitions and Interpretation).

Part 1 – Royal Mail Mailmark®

1 Background

- 1.1 This Part 1 sets out the terms on which you and we agree that you may post Mailing Items using our Mailmark option.

2 Specifications for Royal Mail Mailmark

- 2.1 You must comply with the specifications and requirements set out in the Contract, including the User Guide.

3 Reporting

- 3.1 We will provide you with web-based access to the Reports. It is your responsibility to ensure that you do not share your log-on credentials (username and password) with any other person and, once a web-based session is initiated, to ensure that you do not allow any other person access to that session. If, as a result of you sharing your log-on credentials and/or allowing another person access to a web-based session, we incur any costs, expenses, demands, claims or liability, you agree to indemnify us for those costs, expenses, demands, claims and liabilities.
- 3.2 The information in the Reports is an indication of the performance of a Batch. The Mailing Item level information cannot be used or relied on for refund applications or other quality of service or loss, damage or delay compensation purposes.
- 3.3 There will always be a proportion of Mailing Items that are not read by our processing machines. Without limiting paragraph 3.4, no warranty is given or implied by law or otherwise that the information in the Reports will be 100 per cent accurate, complete or fit for purpose. By using the Mailmark option, you accept that we will not be able to report on every Mailing Item and you agree not to seek refunds or make other claims for Mailing Items that have not been read and/or reported on.
- 3.4 Our reporting system has undergone rigorous testing to ensure that the Reports we provide you with are accurate. However, as there will always be circumstances beyond our control and other occurrences and events which may affect the Reports and/or the information in them, we give no warranties in relation to the Reports and/or the information in them and any warranties in relation to them or their information which may be implied by law or otherwise, are excluded to the extent permitted by law.
- 3.5 We will not be required to discuss queries relating to the Reports, Mailmark Adjustments and related invoice queries with any Participant within the Supply Chain other than the Bill Payer unless the Bill Payer nominates, on not less than 2 Working Days' written notice, another Participant within the Supply Chain in which case we will discuss these Access Charges with that other nominated Participant only.
- 3.6 We will hold information relating to any Access Charges charged to you in line with the User Guide for a maximum of 60 days, and if you wish to discuss these Access Charges with us after the 60 days it is your responsibility to provide us with a complete and accurate copy of all relevant information relating to these Access Charges.

- 3.7 We will hold other detailed reporting information relating to your Mailmark Mailings, which may be destroyed by us after 90 days.
- 3.8 In instances of non-compliant Advertising Mail Postings, we will use the information in the Reports to assist us to measure your compliance with the User Guide and with the Contract, to the extent that the Reports inform us of the posted volume, item weight and Access Service of each Batch. The Reports, if needed, will be used to determine the extent of any non-compliance to a UCID Posting.

4 Intellectual Property (IP) Rights

- 4.1 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.
- 4.2 You may only use the Reports in accordance with the terms of the Contract and you may only share the Reports with third parties for use solely in connection with the posting of Mailing Items under the terms of the Contract and not for any other purpose. You will ensure that any third party with whom you share the Reports (or extracts) is made aware of and agree to comply with the obligations in this paragraph 4 as if such third party were you.
- 4.3 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 trade marks (including any goodwill arising from your use of the Mailmark IP trade marks) will belong to Royal Mail.
- 4.4 You may not remove or obscure any Mailmark IP or Intellectual Property Rights notices relating to the Mailmark IP included by us in any Report 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.

5 Additional Non-Compliance Actions

- 5.1 If you repeatedly hand over Mailmark Mailing Items that cannot be machine-processed and so require manual or other intervention, we may in addition to the actions set out in clause 3 of the General Access Terms and Conditions:
- (a) cease to provide the Mailmark option to you; and/or
 - (b) terminate this Part 1 immediately.

6 Termination

- 6.1 Regardless of any other term of the Contract, you may terminate the terms of this Part 1 by giving us at least 30 days' notice in which event this Part 1 will terminate at the expiry of such notice period.
- 6.2 Regardless of any other term of the Contract, we may terminate the terms of this Part 1 by giving you at least 120 days' notice in which event this Part 1 will terminate at the expiry of such notice period.

Part 2 – Royal Mail Mailmark® Economy

1 Background

- 1.1 This Part 2 sets out the terms on which you and we agree that you may post Mailmark Economy Mail Postings.

2 Specifications for Mailmark Economy Mail

- 2.1 You must comply with the specifications and requirements set out in the Contract, including the User Guide.
- 2.2 You shall comply with the Intellectual Property Rights requirements set out in Part 1 of this Schedule 8 in respect of Mailmark IP you use when posting Mailmark Economy Mailing Items.

3 The Mailmark Economy Mail Service Standard

- 3.1 We aim to deliver or attempt to deliver your Mailmark Economy Mailing Items within 4 Working Days after handover to and acceptance by us.
- 3.2 The Service Standard set out in paragraph 2.2 of Schedule 2 (Services Standard and General Service Obligation) shall not apply to Mailmark Economy Mail Mailing Items. As an alternative service standard, the following shall apply in respect of Mailmark Economy Mailing Items (the **Mailmark Economy Service Standard**):
- (a) Subject to you complying with the terms of this Contract, the Mailmark Economy Service Standard is that we shall deliver or attempt to deliver 97.5 per cent of the total number of Mailmark Economy Mailing Items handed over by you to us with a correct Delivery Address in the United Kingdom to the relevant address on a day that is no later than the fourth Working Day after the day on which such handover occurred or is deemed to have occurred in accordance with the Contract provided that:
- (i) the Mailmark Economy Service Standard does not apply where Mailmark Economy Mailing Items handed over by you to us are not accepted by us in line with this Contract;
 - (ii) the 97.5 per cent figure shall be the average performance percentage over the Service Standard Period; and
 - (iii) the total number of Mailmark Economy Mailing Items referred to in the Mailmark Economy Service Standard shall not include those:
 - (A) handed over by you to us that are not accepted by us in line with this Contract;
 - (B) the delivery of which is affected by a Disruptive Event;
 - (C) that are non-compliant with the Presentation Specifications, but have been accepted by us in accordance with Section 10 of the User Guide;
 - (D) that have been lost (including Mailmark Economy Mailing Items which have not been delivered within 15 Working Days of the

date on which we accepted it from you in line with this Contract);

- (E) exceeding the Tolerance in accordance with Section 10 of the User Guide;
- (F) the delivery of which is delayed as a result of carrying out Security Checks; and/or
- (G) with a delivery address outside the United Kingdom.

3.3 Notwithstanding the definition in Schedule 1 (Definitions and Interpretation), for the purposes of the Mailmark Economy Service Standard, the Service Standard Period shall be defined as: "the 12 month period ending on 31 March 2022 and each subsequent period of 12 months ending on the anniversary of that date, in each case excluding the Christmas and New Year Period".

3.4 Paragraphs 2.3 to 2.8 (inclusive) of Schedule 2 (Services Standard and General Service Obligation) shall apply in respect of the Mailmark Economy Service Standard in addition to the Service Standard, save that: (a) the Compensation Target for the purposes of the Mailmark Economy Service Standard shall be 92.5 per cent; and, (b) references to 'Mailing Items' shall be read as references to 'Mailmark Economy Mailing Items'.

Part 3 - Royal Mail Manual Mailmark™

1 Background

- 1.1 This Part 3 sets out the terms on which you and we agree that you may post Manual Mailmark Mail Postings.

2 Specifications for Manual Mailmark Mail

- 2.1 You must comply with the specifications and requirements set out in the Contract, including the User Guide.
- 2.2 For the avoidance of doubt, Reports will not be available for Manual Mailmark Mail Postings.
- 2.3 You shall comply with the Intellectual Property Rights requirements set out in Part 1 of this Schedule 8 in respect of Mailmark IP you use when posting Manual Mailmark Mail.

3 Termination

- 3.1 Regardless of any other term of the Contract, we may terminate the terms of this Part 3 by giving you at least 120 days' notice in which event this Part 3 will terminate at the expiry of such notice period.

Part 4- eManifest Billing

1 Background

1.1 This Part 4 applies to Mailing Items:

- (a) that are presented at an Inward Mail Centre in accordance with the terms of your Contract and Part 1 of this Schedule 8; and
- (b) the details of which have been reported to us in accordance with the terms of this Part 4,

and sets out the terms on which we agree to make available to you our auto-billing process which uses eManifests instead of Posting Dockets to generate your billing information (**eManifest Billing**).

1.2 We agree to process your Mailing Items and to make eManifest Billing available to you, and you agree to present your Mailing Items, in accordance with the terms of this Part 4 (including the eManifest Billing Specification) and to comply with all of the terms of this Part 4.

1.3 For the avoidance of doubt, the other terms of your Contract will continue to apply to all Mailing Items that you hand over at an Inward Mail Centre which are not eligible for eManifest Billing or which you do not present for eManifest Billing in accordance with the terms of this Part 4.

2 Eligibility for eManifest Billing

2.1 You must meet all of the following criteria to be eligible for this Part 4 to form part of your Contract and to use eManifest Billing under the terms of this Part 4:

- (a) we have agreed that Part 1 of this Schedule 8 forms part of your Contract and you post all of your Mailing Items with us pursuant to the terms of that Part;
- (b) all of the Mailing Items you post with us are Letters only;
- (c) you submit your own eManifests pursuant to the terms of Part 1 of this Schedule 8 and the User Guide;
- (d) you handover all of your Mailing Items to one Inward Mail Centre only; and
- (e) you do not hand over Mailing Items on behalf of any other person.

2.2 Before you can use eManifest Billing you must, at your own cost, undertake all systems and procedural changes required to enable you to meet the eManifest Billing Specification and notify us in writing once you have done this.

2.3 Once we have confirmed that you:

- (a) have made all such changes referred to in paragraph 2.2; and
- (b) that you meet all of the Qualifying Criteria,

we will notify you of the eManifest Billing Start Date.

3 Your Contract

- 3.1 Your Contract (including its Schedules and the User Guide) 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 3.2 below, 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.
- 3.2 For clarity, you and we agree that the terms of sections 6.1, 6.2, 6.4, 8.4(a), 10.3.1(a), 10.3.1(b) and 10.3.1(e) 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 4 (including the eManifest Billing Specification).

4 Termination

- 4.1 Regardless of any other term of your Contract:
- (a) either of us may terminate this Part 4 on written notice to the other with immediate effect if Part 1 of this Schedule 8 is terminated for whatever reason;
 - (b) we may terminate this Part 4:
 - (i) by giving you no less than 6 months' written notice; and
 - (ii) immediately on written notice to you if at any time you no longer meet the Qualifying Criteria.

5 Development of eManifest Billing

- 5.1 You and we recognise that eManifest Billing is pioneering in nature. Either you or we may consider, once this Part 4 has taken effect, that this Part 4 (including the eManifest Billing Specification) does not address matters which should be addressed, or that the technical and operational elements of eManifest Billing do not function in a desirable way. If so, you and we 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 eManifest Billing Specification in accordance with the terms of your Contract.
- 5.2 Without prejudice to paragraph 5.1, we may change the terms of this Part 4 (including the eManifest Billing Specification) at any time in accordance with clause 13.2(a)(i) of your Contract.