

Royal Mail Wholesale

2nd Floor 185 Farringdon Road LONDON EC1A 1AA

13 July 2015

Dear Customer,

ACCESS LETTERS CONTRACT CHANGE NOTICE: NUMBER 015 DATED: 13 July 2015

This notice applies 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 this notice, it shall have the meaning given in this notice.

- 1.2 Any words or expressions which are not defined in this notice, 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 this notice.

2. Changes to the Contract

- 2.1 We hereby give you notice under paragraph 13.2.1 of the Access Letters Contract that Schedule 17: Agency Terms will be modified with effect from **20 January 2016** to provide clarification that we will apply the minimum spend requirements to each of the Credit Accounts which are set up under your Agency Customer Contract.
- 2.2 To give effect to this change, the following paragraphs of Schedule 17: Agency Terms of the Access Letters Contract will be modified as stated below:
 - a) paragraph 4.1 in Schedule 17: Agency Terms will be modified to read as follows:
 - "4.1 If the aggregate amount invoiced to any of your Agency Customers in an Agency Customer Contract Year does not exceed £5,500 for each Credit Account which that Agency Customer has with us (the "Minimum Spend Requirement"), then we may terminate each Credit Account which has not met or exceeded the Minimum Spend Requirement. If none of an Agency Customer's Credit Accounts meet or exceed the Minimum Spend Requirement in an Agency Customer Contract Year, then we may terminate that Agency Customer's Contract by giving the Agency Customer not less than 30 days' notice in line with the terms of their Agency Customer Contract.";
 - b) paragraph 3.1 in Annex B: Agency Customer Contract of Schedule 17: Agency Terms will be modified to read as follows:



"3.1 You must spend more than £5,500 on Services under this contract in each Agency Customer Contract Year for each of the Credit Accounts that you have with us.";

c) paragraph 5.3 in Annex B: Agency Customer Contract of Schedule 17: Agency Terms will be modified to read as follows:

"5.3 Subject to clause 3.2, we may terminate:

5.3.1 a Credit Account by giving you at least 30 days' written notice if you do not spend, in each Agency Customer Contract Year, at least £5,500 for that Credit Account on Services under this contract and/or the Operator Access Contract;

5.3.2 this contract by giving you at least 30 days' written notice if you do not spend, in each Agency Customer Contract Year, at least £5,500 for each of the Credit Accounts that you have with us on Services under this contract and/or the Operator Access Contract.";

d) the first sentence in paragraph 8.4 in Annex B: Agency Customer Contract of Schedule 17: Agency Terms will be modified to read as follows:

"8.4 You shall operate one or more separate credit accounts with us.";

e) the first sentence in paragraph 13.1.3 in Annex B: Agency Customer Contract of Schedule 17: Agency Terms will be modified to read as follows:

"13.1.3 (except in relation to notices under clause 5 (other than clause 5.3.1)) email to you at [insert email address] and us at luisa.fulci@royalmail.com"

Yours sincerely,

Luna Fila

Luisa Fulci Regulated Products Director Consumer and Network Access