

## **SCHEDULE 31**

### **ROYAL MAIL MANUAL 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 General Access 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 Manual Mailmark Mail.

#### **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>General Large Letters</b>	Mailing Items that are treated as General Large Letters in accordance with the requirements set out in Figure 1 of the User Guide
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<b>Manual Mailmark Mail</b>	General Large Letters which are declared by you as Manual Mailmark Mail and which meet the criteria for Manual Mailmark Mail set out in this Contract including the User Guide.
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<b>Manual Mailmark Mail Posting</b>	A Manual Mailmark Mail mailing containing only General Large Letters.
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<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.
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#### **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 paragraphs 6.1.4 or 8 of this Schedule.

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

- 4.1 This Manual Mailmark service is only available for use with:
- 4.1.1 Access 70 sortation or Access 1400 sortation; and,
  - 4.1.2 Mailing Items that are posted as General Large Letters.

#### **5 Specifications for Manual Mailmark Mail**

- 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 Manual Mailmark Mail you shall ensure that General Large Letters comply with the Presentation Specifications of the User Guide.

- 5.3 Each Manual Mailmark Mail Posting must comply with the specification requirements set out in paragraph 5 of Schedule 20 (Royal Mail Mailmark), in respect of which:

5.3.1 the relevant definitions in Schedule 20 (Royal Mail Mailmark) shall (subject to paragraph 5.3.2 of this Schedule) apply accordingly; and,

5.3.2 for the purposes of this Schedule 31 only:

- (a) references to 'Mailmark Mailing Items' shall be construed as references to 'Manual Mailmark Mailing Items';
- (b) references to 'Letter' and/or 'Large Letter' formats shall be construed as references to 'General Large Letters'; and,
- (c) paragraph 5.2.1 (a) of Schedule 20 (Royal Mail Mailmark) shall be deemed amended to read as follows:

"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".

For the avoidance of doubt, you must apply Mailmark barcodes to all Manual Mailmark Mail Postings and each such Posting must be uploaded to the eManifest to qualify as Manual Mailmark Mail.

- 5.4 In addition to the requirements set out in this paragraph 5, any Manual Mailmark Mail posted under this Schedule must comply with the posting performance optimisation requirements set out in paragraph 8.2 of Schedule 20 (Royal Mail Mailmark) except for the requirements in respect of DPS accuracy. Failure to meet these performance requirements may result in us taking one or more of the actions set out or referred to in paragraph 6.2 of this Schedule.

- 5.5 For the avoidance of doubt, Reports (as defined in Schedule 20 (Royal Mail Mailmark)) will not be available for Manual Mailmark Mail Postings and, for the avoidance of doubt, paragraph 6 of Schedule 20 (Royal Mail Mailmark) shall not apply to this Manual Mailmark Service.

- 5.6 You shall comply with the Intellectual Property Rights requirements set out in paragraphs 7.1, 7.3 and 7.4 of Schedule 20 (Royal Mail Mailmark) in respect of Mailmark IP you use when posting Manual Mailmark Mail.

## **6 Failure to meet the specifications**

- 6.1 If you hand over Mailing Items as Manual Mailmark Mail and we establish to our reasonable satisfaction that the Mailing Items do not comply with any of the specifications and requirements under the Contract, this Schedule and/or the User Guide we may either:

6.1.1 reject the Mailing Items;

6.1.2 accept the Mailing Items but charge you the applicable Access Charges for the Access Service specification that those Mailing Items meet;

6.1.3 take any one or more actions set out in paragraph 9.2 of Schedule 20 (Royal Mail Mailmark); or

6.1.4 suspend or terminate your right to post Manual Mailmark Mail under this Schedule immediately on giving written notice to you.

- 6.2 In addition to and without prejudice to our rights under paragraph 6.1 of this Schedule, where posting performance requirements are not complied with in relation to the Manual Mailmark Mail Postings, we may apply the Mailmark Surcharges in accordance with paragraphs 8 and 9 of Schedule 20 (Royal Mail Mailmark) for Manual Mailmark Mail Postings handed over under this Schedule, save that for the purposes of this Schedule 31 only:
- 6.2.1 references to 'Mailmark Mailing Items' shall be construed as references to 'Manual Mailmark Mailing Items';
  - 6.2.2 the first sentence of paragraph 9.2 shall be deemed amended to read "The User Guide will assist you in designing your Mailing Items to meet our ~~machine-readable~~ requirements"; and,
  - 6.2.3 paragraph 9.5 shall not apply and shall be deemed marked as "Not used".
- 6.3 We may charge you an additional amount to recover our reasonable costs in undertaking any of the actions referred to in paragraph 6.1 of this Schedule.
- 6.4 We will notify you if we take any of the actions set out in paragraph 6.1 of this Schedule.

## **7 Pricing**

- 7.1 Only Mailing Items eligible for Manual Mailmark Mail that you hand over to us and we accept will qualify for the Manual Mailmark Mail charges.
- 7.2 We publish the Manual Mailmark Mail charges on the pricing page of the Website, as amended from time to time in line with clause 13 of the General Access Terms and Conditions of this Contract.

## **8 Change and Termination**

- 8.1 Regardless of any other term of the Contract, except clause 13.2.3, we may change the Manual Mailmark Mail service or any of its service specifications on at least 70 days' written notice.
- 8.2 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 Party and asked to take steps to remedy the breach.
- 8.3 Regardless of any other term of this Contract, we may terminate the terms of this Schedule on written notice with immediate effect if:
- 8.3.1 you fail to pay any Postage, Surcharges, Profile Surcharges or other charges due under this Contract as they fall due; or
  - 8.3.2 an Insolvency Event occurs.
- 8.4 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.
- 8.5 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.