



Royal Mail Wholesale

4th Floor
185 Farringdon Road
London
EC1A 1AA

ACCESS LETTERS CONTRACT CHANGE NOTICE: NUMBER 047

Date: 11 OCTOBER 2018

This notice applies 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 Under clause 13.2.1(a) of the General Access Terms and Conditions, we hereby notify you of the following changes to the General Access Terms and Conditions to the Contract:

- 2.1.1 Clause 11.2 shall be amended to read as follows:

- “11.2 If there is a dispute over an invoice, you should pay the invoiced amount in full in line with the payment terms of this Contract, pending the dispute being resolved. If the dispute is resolved in your favour:

- 11.2.1 we shall make any adjustment due immediately upon the dispute being resolved;

11.2.2 you may charge us daily interest on that part of the amount of payment that was in dispute and resolved in your favour. Interest will be calculated for the period commencing on the date of payment of the amount by you and ending on the date of repayment of the amount by us at an annual rate equal to 8 per cent above the Bank of England base lending rate as is current from time to time.”

2.1.2 Clause 11.7 shall be amended to read as follows:

“11.7 If you fail to make any payment by the date when payment is due then, regardless of any other right or remedy we may have, we may:

11.7.1 (provided we have given you seven days’ notice of our intention to do so) immediately suspend the performance or further performance of our obligations under this Contract, without liability to you;

11.7.2 charge daily interest on all amounts not paid until payment is received in full. That interest will be calculated at an annual rate equal to 8 per cent above the Bank of England base lending rate as is current from time to time;

11.7.3 charge a fixed sum fee (a **Late Payment Fee**) in respect of such late payment, tiered according to the value of the debt as follows:

Amount of Debt	Late Payment Fee
Up to £999.99	£40.00
£1000 to £9999.99	£70.00
More than £10,000	£100.00

and;

11.7.4 charge reasonable costs incurred by us as a result of actions taken to recover the debt to the extent such reasonable costs exceed the Late Payment Fee.”

2.2 The changes detailed in paragraphs 2.1 will take effect from 22 April 2019.

Yours sincerely,



Luisa Fulci
Regulated Products Director
Consumer and Network Access

