

WHOLESALE PARCELS CONTRACT CHANGE NOTICE: NUMBER 042

DATED: 20 MARCH 2023

This notice applies to you if you hold a **Wholesale Parcels Contract (Contract)** with **Royal Mail Group Limited**, a company registered in England and Wales (number 04138203) with its registered address at 185 Farringdon Road, London, EC1A 1AA.

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 Parcels General Terms and Conditions of the Contract, we hereby notify you of the following changes to the Contract:
 - 2.1.1 The definition of "Access Window" within Schedule 1 shall be amended as follows:

Access Window	means (a) the hours between 07.30am and 12 noon on any
	Working Day; or (b) in respect of Earlier Access Mail Centres, the
	time period beginning at the start of the Earlier Access Window
	and ending at 12 noon on any Working Day;

2.1.2 The following definitions shall be added to Schedule 1:

Earlier Access Mail Centre	means an Inward Mail Centre at which Earlier Access Slots are available as detailed on our Website;
Earlier Access Slot	means, in respect of each Earlier Access Mail Centre, a 30- minute period which commences during the Earlier Access Window allocated to you by us in accordance with the Parcels User Guide;
Earlier Access Window	means the time period applicable to each Earlier Access Mail Centre as detailed on our Website;

- 2.1.3 Paragraph 11.1 of Schedule 2 shall be amended as follows:
 - 11.1 The hours between 07.30 a.m. and 12.00 noon on any Working Day shall (unless otherwise agreed) be the Access Window, save in respect of Earlier Access Mail

Centres, in which case the Access Window shall be the time period beginning at the start of the Earlier Access Window and ending at 12 noon on any Working Day.

- 2.1.4 Schedule 12: Acceptance By Vehicle of the Contract shall be amended as follows:
 - (a) The following definitions within paragraph 2.2 shall be amended as follows:

DSACC	has the meaning set out in the Parcels User Guide;
Dual Access Slots	two Access Slots, at least one of which must be (i) an Early Access Slot; or (ii) if the Dual Slot Mail Centre is an Earlier Access Mail Centre, an Early Access Slot or an Earlier Access Slot;
Early Access Slot	an Access Slot between 07:30am and 10:00am on any Working Day;
Exceptions Process	the Procedures for Handling non-Compliant Postings set out in paragraph 15 of the Parcels User Guide;
Handover Day	has the meaning set out in the Parcels User Guide;
Tri-Access Slots	three Access Slots, at least two of which must be (i) Early Access Slots; or (ii) if the Tri-Slot Mail Centre is an Earlier Access Mail Centre, Early Access Slots, or Earlier Access Slots, or an Early Access Slot and an Earlier Access Slot;

- (b) Paragraph 3.2 shall be amended as follows:
- *3.2* The terms of this Schedule shall continue to have effect until the date it is terminated under this Contract or paragraph 7 of this Schedule.
- (c) Paragraph 4.3 shall be amended as follows:
- 4.3 Unless expressly changed by this Schedule you shall continue to comply with the terms of the Contract, including the Parcels User Guide and the Segregation by Format Schedule.
- (d) Paragraph 5.3 shall be amended as follows:
- 5.3 For clarity, you and we agree that the terms of sections 9.1, 9.4, 9.7, 9.10 and 13.4 of the Parcels User Guide and the terms of paragraphs 2.3 and 2.5 of the Annex to the Segregation by Format Schedule shall not apply between you and us to the extent that those terms directly conflict with the terms of this Schedule.
- (e) Paragraph 9.2 shall be amended as follows:
- 9.2 We may accept or deny any request submitted pursuant to paragraph 9.1 at our absolute discretion, taking into account the operational resources available at the relevant Inward Mail Centre at the time of the request.
- (f) Paragraph 9.3 shall be amended as follows:

- 9.3 If, at any time, we reasonably decide that due to operational reasons:
- 9.3.1 we will not be able to keep an Inward Mail Centre designated as a Tri-Slot Mail Centre; and / or
- 9.3.2 we will no longer be able to fulfil a request for Tri-Access Slots at any Inward Mail Centre designated as a Tri-Slot Mail Centre,

we may immediately, by giving you notice, withdraw your right to book Tri-Access Slots at the relevant Tri-Slot Mail Centre and the relevant Inward Mail Centre shall revert to the type of mail centre that it was designated as immediately prior to it being designated as a Tri-Slot Mail Centre.

- (g) Paragraph 1.2 to paragraph 1.6 of Annex A shall be amended as follows:
- *1.2* By entering into this Schedule, you agree to book with us, acting reasonably, and use:
- 1.2.1 in respect of Dual Slot Mail Centres, at least (i) one Early Access Slot; or (ii) if the Dual Slot Mail Centre is an Earlier Access Mail Centre, one Early Access Slot or one Earlier Access Slot; and
- 1.2.2 in respect of Tri-Slot Mail Centres, at least (i) two Early Access Slots; or (ii) if the Tri-Slot Mail Centre is an Earlier Access Mail Centre, two Early Access Slots, or two Earlier Access Slots, or one Early Access Slot and one Earlier Access Slot,

at those Multiple Slot Mail Centres where the daily volume of Mailing Items you hand over regularly requires you to use more than one vehicle in one Access Slot.

- 1.3 You may change your existing Access Slot(s) with our agreement and in line with the Access Slot change request process set out in the Parcels User Guide, however you must continue to comply with paragraphs 1.2.1 and 1.2.2 above. All of our Access Slots are subject to availability and may only be booked with our agreement.
- 1.4 By entering into this Schedule, you agree that, over each Contract Year, on average a minimum of 50% of your annual volume of Mailing Items due for hand over at Multiple Slot Mail Centres shall be handed over in your Early Access Slots and/or Earlier Access Slots (as applicable).
- 1.5 If you wish to stop using an Early Access Slot or an Earlier Access Slot at a Tri-Slot Mail Centre you shall formally notify us on at least 60 days' written notice, except where we have given notice in line with clause 13.3.2 of the Contract which affects a Tri-Slot Mail Centre, in which case you may have 2 Working Days after the date of such notice to give us notice to stop using the Early Access Slot or Earlier Access Slot (as applicable) at that Tri-Slot Mail Centre and the effective date of your notice and ours will coincide. Should we subsequently change the effective date of our notice given in line with clause 13.3.2, you shall also be able to change the effective date of your notice to stop using the Early Access Slot or Earlier Access Slot (as applicable), such that the effective dates still coincide. At the end of this notice period, you will revert to two booked Access Slots at the former Tri-Slot Mail Centre, making it a Dual Slot Mail Centre. If you wish to stop using both Early Access Slots or the Early Access Slot and Earlier Access Slot (as applicable) at a Tri-Slot Mail Centre then paragraph 1.6 below shall apply.

- 1.6 If you wish to stop using all Early Access Slots and Earlier Access Slots at a Multiple Slot Mail Centre you shall formally notify us on at least 60 days' written notice, except where we have given notice in line with clause 13.3.2 of the Contract which affects a Multiple Slot Mail Centre, in which case you may have 2 Working Days after the date of such notice to give us notice to stop using the Early Access Slots and Earlier Access Slots at that Multiple Slot Mail Centre and the effective date of your notice and ours will coincide. Should we subsequently change the effective date of our notice given in line with clause 13.3.2, you shall also be able to change the effective date of your notice to stop using the Early Access Slots and Earlier Access Slots, such that the effective dates still coincide. At the end of this notice period, you will revert to one booked Access Slot at the former Multiple Slot Mail Centre.
- (h) Paragraph 2.1 of Annex A shall be amended as follows:
- 2.1 You shall supply your Daily Posting Docket(s) for each Posting electronically to the DocketHub system by (i) 06:00am of the day of each Posting if you are using an Earlier Access Slot; or (ii) 06:30am of the day of each Posting if you are not using an Earlier Access Slot.
- (i) Paragraph 2.8 of Annex A shall be amended as follows:
- 2.8 When a vehicle arrives at an Inward Mail Centre, your driver must carry two copies of a manifest for that vehicle which set out the number of Containers by Container type carried on the vehicle for each Posting (Summary Vehicle Manifest). The Summary Vehicle Manifest shall be used in place of the "Summary Manifest" referred to in sections 9.4 and 13.4 of the Parcels User Guide and the "Waybill" as referred to in section 9.8 of the Parcels User Guide. Two copies of the Summary Vehicle Manifest will be signed, timed and dated by one of our employees after the vehicle is unloaded. One copy will be retained by your driver as a delivery note, and the other by the Inward Mail Centre. For clarity, the handover of Mailing Items and the signing of the Summary Vehicle Manifest shall not constitute our acceptance of the Mailing Items. Our acceptance of a Posting only occurs after we carry out revenue protection checks and any issues have been resolved with you to our satisfaction.

2.2 The changes detailed in paragraph 2.1 above will take effect from 26 September 2023.

Yours sincerely,

Tim Cable Wholesale Products Director Royal Mail Wholesale