

### ACCESS LETTERS CONTRACT CHANGE NOTICE: NUMBER 114

### Date: 19 December 2024

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 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 Introduction of the new Standard Service

2.1 Pursuant to clause 13.8 of the Contract, we published our New Service Proposal in respect of the Standard Service on 28 October 2024 and we asked you to submit your vote as to whether you agreed to introduce the new Standard Service on 70 days' notice by 28 November 2024. We communicated to you on 29 November 2024 that the Acceptance Threshold was not met.

### 3 Changes to the Contract

- 3.1 Consequently, under Clause 13.2(b)(i) of the General Access Terms and Conditions, we hereby notify you that we intend to introduce a new Access Service, the Standard Service, on the Variation Date (as defined below) on the terms set out in the new Part 5 of Schedule 4 (Standard Services) shown in the amended version of the Contract attached therein at Schedule 1.
- 3.2 Under Clause 13.2(a)(i) of the General Access Terms and Conditions, we hereby notify you of the following changes to the Contract, which shall come into effect on the Variation Date:
  - 3.2.1 a change to rename the existing Service Standard at Schedule 2 to be the Priority Service Standard and the existing Standard Performance Rebate Amount to be the Priority Performance Rebate Amount (as defined in the amended version of the Contract attached therein at Schedule 1); and
  - 3.2.2 changes to the General Access Terms and Conditions, Schedule 1, Schedule 2, Schedule 7 and Part 2 of Schedule 8 of the Contract that are needed to give effect to the introduction of the Standard Service. Such changes are reflected in the Contract attached therein at Schedule 1 in accordance with the principles set out in paragraph 3.4.1 below.

- 3.3 Under Clause 13.3(a)(ii) of the General Access Terms and Conditions, we hereby notify you of the following changes to the User Guide, which shall come into effect on the Variation Date:
  - 3.3.1 changes to give effect to the new Standard Service;
  - 3.3.2 changes to the specifications for Priority Mailing Items (as defined in the User Guide attached at Schedule 2); and
  - 3.3.3 other clarificatory changes that need to be made to the User Guide as a result of the changes specified in paragraphs 3.3.1 and 3.3.2 above.

The changes to the User Guide described above are reflected in the User Guide attached therein at Schedule 2 in accordance with the principles set out in paragraph 3.4.2 below.

- 3.4 In accordance with clause 13.4 of the General Access Terms and Conditions, we have attached to this notice:
  - 3.4.1 a copy of the Contract reflecting the terms which will apply from the Variation Date at Schedule 1, where:
    - 3.4.1.1 deletions in the Contract are shown in struck through text in red;
    - 3.4.1.2 additions are shown in double-underlined text in blue; and
    - 3.4.1.3 provisions which have been moved are shown in green text, with the text in the original location struck through and the text in the new location double-underlined; and
  - 3.4.2 a copy of the User Guide reflecting the terms which will apply from the Variation Date at Schedule 2, where:
    - 3.4.2.1 deletions in the User Guide are shown in struck through text in purple;
    - 3.4.2.2 additions are shown in underlined text in purple; and
    - 3.4.2.3 provisions which have been moved are shown in green text, with the text in the original location struck through and the text in the new location double-underlined.
- 3.5 The Contract and the User Guide shall continue in full force and effect as amended from the Variation Date pursuant to the terms of this notice.
- 3.6 In the event of any conflict or inconsistency between the terms of the Contract or User Guide immediately before the Variation Date (as defined below) and any amendments effected by this notice, the terms as amended by this notice will prevail.
- 3.7 The changes detailed in this notice will take effect on the date (**Variation Date**) which is the later of:
  - 3.7.1 190 days from the date of this notice; and
  - 3.7.2 the Service Change Go-Live Date, which is:

- 3.7.2.1 the day that the changes to the Access Condition take effect (**Regulatory Effective Date**) pursuant to Ofcom's decision following its first phase consultation on its "Future of the universal postal service" agenda (**Ofcom Decision**), where the Regulatory Effective Date is a Monday (provided that the Ofcom Decision is not published on the same day as the Regulatory Effective Date); or
- 3.7.2.2 the first Monday following the Regulatory Effective Date, where the Regulatory Effective Date:
  - 3.7.2.2.1 is not a Monday; or
  - 3.7.2.2.2 where the Regulatory Effective Date is a Monday but the Ofcom Decision is published on the same day as the Regulatory Effective Date.

#### **SCHEDULE 1**

## THE CONTRACT AS AMENDED

10-89848403-11\334470-572

<u>10-88230769-12\334470-572</u>

|

ROYAL MAIL GROUP LIMITED

[<mark>CUSTOMER</mark>]

ACCESS LETTERS CONTRACT

Dated

20[<mark>+</mark>]

### Dated

### Between

- (1) **Royal Mail Group Limited** (No. 04138203) whose registered office is at 185 Farringdon Road, London EC1A 1AA (**us** or **we**); and
- (2) [Customer's Registered Name], (No. [♦]) whose registered office is at [♦] (you).

## Background

- (A) Under the terms of the USP access conditions imposed on us by Ofcom, we must provide access to our Inward Mail Centres to other postal operators and users who have Letters and Large Letters for delivery in the United Kingdom.
- (B) You have asked for access to our Inward Mail Centres and this Contract sets out the terms and conditions that will apply to that access. This Contract is only available for as long as we are required under the USP access conditions to provide access to our Inward Mail Centres for Letters and Large Letters.

### **Contract Details**

## 1 Definitions and interpretation

1.1 In this Contract, words and expressions with an initial capital letter have meanings set out in Schedule 1 (Definitions and Interpretation). Schedule 1 (Definitions and Interpretation) also sets out some rules on how to interpret this Contract.

## 2 Your Access Start Date

2.1 Your Access Start Date will be [.

## 3 Your Price Plan or Plans

- 3.1 Subject to satisfying the relevant eligibility criteria set out in Schedule 3 (Price Plans), you may opt to operate on:
  - (a) a single Price Plan selected from: National Price Plan One (SSCs), Averaged Price Plan Two (Zones), the Regional Price Plan (Zones) or the Zonal Price Plan; or
  - (b) a combination of (i) one of either the National Price Plan One (SSCs) or the Averaged Price Plan Two (Zones) and (ii) the Zonal Price Plan.

You may not operate on both National Price Plan One (SSCs) and Averaged Price Plan Two (Zones) at the same time. If you opt to operate on the Regional Price Plan (Zones), you may not operate on any other Price Plan. After you have selected a Price Plan in accordance with paragraph 3.1(a) or a combination of Price Plans under paragraph 3.1(b), you will be given separate account numbers which you will need to use in order to identify the Price Plan(s) under which your Mailing Items are being declared.

- 3.2 You have opted to operate on [National Price Plan One (SSCs)] / [Averaged Price Plan Two (Zones)] [and] [the Zonal Price Plan] / [the Regional Price Plan (Zones) and your selected Region is [England and Wales] / [Scotland] / [Northern Ireland]]. The terms of your Price Plan[s] are set out in Schedule 3 (Price Plans) and you agree to comply with the terms of [that] / [those] Price Plan[s].
- 3.3 You may elect to switch your selected Price Plan[s] by giving us no less than 30 days' written notice provided that your new selection must be made in line with the criteria set out in paragraph 3.1 above.

### 4 Contact Information

4.1 Your Operational Contact is:

Name:	Email address:
Title:	Postal Address:
Telephone number:	
Mobile number:	

4.2 Your Commercial Contact must be a person who has authority to act on your behalf in entering into this Contract and in approving any variation to this Contract. We may ask you to verify the Commercial Contact's authority at any time. Your Commercial Contact is:

Name:	Email address:
Title:	Postal Address:
Telephone number:	
Mobile number:	

- 4.3 Either Party may change its Operational Contact or its Commercial Contact by confirming the new contact details by email to the other Party's Commercial Contact.
- 4.4 Details of our Operational Contact and our Commercial Contact are published on our Website, as updated from time to time.

### 5 The documents that make up your Contract

- 5.1 Your Contract is made up of the following documents:
  - (a) the Contract Details;
  - (b) the General Access Terms and Conditions;
  - (c) the User Guide;

## <u>10-88230769-12\334470-572</u>

- (d) Schedule 1 Definitions and Interpretation;
- (e) Schedule 2 <u>Priority</u> Service Standard and General Service Obligations;
- (f) Schedule 3 Price Plans;

- (g) Schedule 4 Standard Services;
- (h) Schedule 5 Operational Presentation Facilities;
- (i) Schedule 6 Container Options;
- (j) Schedule 7 Agency Terms; and
- (k) Schedule 8 Mailmark® Options.
- 5.2 Subject to paragraph 5.3 below, where you have signed up to a Service your use of such Service shall be governed by:
  - (a) the terms and conditions set out in the General Access Terms and Conditions;
  - (b) the terms set out in the relevant Schedule and Part to this Contract that apply to the provision of that Service; and
  - (c) the relevant provisions in the User Guide.
- 5.3 The documents which are listed in paragraph 5.1 above and which form your Contract should be read together with no particular order of priority, but if there is any ambiguity or conflict between them, then priority will be given as follows unless expressly stated elsewhere in the Contract (in order of descending importance):
  - (a) the Contract Details together with Schedule 1 (Definitions and Interpretation);
  - (b) the General Access Terms and Conditions;
  - (c) Schedule 2 (<u>Priority</u> Service Standard and General Service Obligations) (unless expressly stated otherwise in the other Schedules);
  - (d) the other Schedules (except for Schedule 1 (Definitions and Interpretation) and Schedule 2 (<u>Priority</u> Service Standard and General Service Obligations)); and
  - (e) the User Guide.

The User Guide expands on the terms of the Contract Details, General Access Terms and Conditions and Schedules and this expansion shall not be treated as an inconsistency between each of these documents.

<u>10-88230769-12\334470-572</u>

I

# **EXECUTED** by the Parties

Signed by [insert name of signatory]	
duly authorised for and on behalf of	
Royal Mail Group Limited	
Signed by [insert name of signatory]	
duly authorised for and on behalf of	
[registered name of Customer]	

<u>10-88230769-12\334470-572</u>

### **GENERAL ACCESS TERMS AND CONDITIONS**

### Introduction

These General Access Terms and Conditions form part of your Contract with us. You will find the information about the different parts of your Contract in your Contract Details.

### 1 When this Contract starts and ends

- 1.1 This Contract begins on the date that this Contract is signed by both of us and dated.
- 1.2 Your access to our Inward Mail Centres begins on your Access Start Date.
- 1.3 Where any Schedule (and any Part thereof) forms a part of your Contract with us, the terms of that Schedule (and any Part thereof) shall take effect from the Access Start Date or such other date that is agreed between you and us in writing.
- 1.4 The terms of each Schedule (and any Part thereof) shall continue to have effect until the date that the Schedule or the Part is terminated in line with the termination rights set out in the Contract, including any rights specified in that Schedule or Part.

### 2 The Services

- 2.1 We will provide the Services from the Access Start Date. We will carry out our obligations set out in this Contract and we will comply with the terms of this Contract.
- 2.2 You agree to carry out your obligations set out in this Contract and to comply with the terms of this Contract. If you post any Mailing Items on behalf of a third party, you agree to ensure that they also comply with the terms of this Contract.

## 3 Essential requirements for your Mailing Items

- 3.1 You must ensure that the Mailing Items handed over to us under this Contract:
  - (a) do not break the Advertising Codes;
  - (b) do not contain any Prohibited Items;
  - (c) do not contain any Restricted Items unless those Mailing Items meet our requirements for Restricted Items;
  - (d) do not contain any Valuables;
  - (e) comply with all relevant requirements of this Contract, including any relevant requirements in the User Guide; and
  - (f) comply with all relevant laws and regulations.

- 3.2 You and we each acknowledge and agree that we do not keep detailed records of any Mailing Items.
- 3.3 You must comply with the provisions in the User Guide in relation to Forecasts.

### Minimum posting requirements

- 3.4 During each Contract Year, you must make sure that in aggregate you hand over to us at least either (i) 6,000,000 Mailing Items, or (ii) 1,000,000 Mailing Items if delivering to fewer than 4 Inward Mail Centres in that Contract Year, and if you fail to hand over the relevant amount to us in any Contract Year after the first Contract Year, we may terminate your Contract in accordance with clause 7.4(b).
- 3.5 You must make sure that each Daily Posting you hand over to us contains a minimum of 4,000 Mailing Items, and if UCID Postings are handed over within the Posting, that each UCID Posting contains a minimum of 4,000 Mailing Items.

### Sampling and checking your Daily Postings

- 3.6 We may sample to check your Mailing Items where we reasonably consider this necessary to make sure that you have declared the correct Postage payable on those Mailing Items and that you have complied with the terms of this Contract in respect of your Mailing Items.
- 3.7 Mailing Items are not accepted by us until we have had an opportunity to carry out this sampling and checking and have done so or failed to do so within a reasonable period of time (and in any case within one Working Day of your handing over the Mailing Items to us at the relevant Inward Mail Centre). The full details of our procedures for dealing with and (if relevant) charging for Mailing Items on which you have not declared the correct Postage and for all non-compliant Mailing Items are set out in the User Guide.
- 3.8 If, after sampling and checking your Mailing Items in line with this Contract, we are reasonably satisfied that you have not declared the correct Postage or that you have submitted Mailing Items that do not comply with any requirement under this Contract, we:
  - (a) shall notify you (including by telephone or electronically) as soon as is reasonably practicable after identifying the error but no later than within 24 hours of identifying the error; and/or
  - (b) may take any of the following actions:
    - (i) carry out any rectification action that we consider appropriate so that your Mailing Items comply with the Contract. This includes but is not limited to amending the Posting Docket on the number of Mailing Items received and the Postage payable. We will let you know what rectification action we have taken, but we do not have to wait for your approval before taking that action. We may charge you an additional amount to recover our reasonable costs in undertaking any of these rectification actions;
    - (ii) exercise any other applicable remedies for non-compliance set out in Section 10 of the User Guide; and

<sup>&</sup>lt;u>10-88230769-12\334470-572</u>

- (c) in addition to the actions set out in clause 3.8(b), we have the right to take any of the following actions in respect of Mailing Items that do not comply with the relevant Access Service Specification:
  - (i) reject the Mailing Items;
  - (ii) allow you to handover the relevant Posting but remove the relevant Discount for that Posting (if relevant) and/or charge you the applicable Access Charges for the Access Service Specification that those Mailing Items meet; or
  - (iii) suspend or terminate your right to post using the relevant Access Service under Schedule 4 (Standard Services) immediately on giving written notice to you.

### Using UCIDs

3.9 If you have correctly applied your approved numbering methodology in accordance with the User Guide, and we can easily identify Mailing Items in a Posting which have been prepared discretely from other Mailing Items by use of a specific UCID in line with the User Guide, then we shall limit the actions we may take under clause 3.8(b) to those Mailing Items of the same UCID in the Posting.

### 4 Health and safety and indemnities

- 4.1 At any time when you visit our premises, you must ensure that you and your employees, agents and contractors comply with:
  - (a) our health and safety requirements whilst on our premises, as set out in our health and safety policies;
  - (b) our reasonable requests relating to health and safety; and
  - (c) the requirements of the User Guide on health and safety in force from time to time.

We will give you a copy of our health and safety policies and of any amendments made to them in future. You will find our current health and safety policies published on our Website, as updated from time to time.

- 4.2 You must ensure (where applicable) that your custody, use, management and transportation of the Containers complies with all applicable health and safety legislation.
- 4.3 You shall indemnify us against any liabilities, costs, expense, damages and losses (including reasonable legal expenses) suffered or reasonably incurred by us (or our employees, agents and contractors) arising from any breach by you of clauses 4.1 or 4.2.
- 4.4 If we want to claim under the indemnity under clause 4.3, we will:
  - (a) notify you of the relevant facts giving rise to that claim as soon as reasonably practicable (and within 180 days) of first becoming aware of the claim;
  - (b) consult with you about:

## <u>10-88230769-12\334470-572</u>

- (i) liabilities, costs, expense, damages and losses connected with or arising from that claim;
- (ii) the circumstances giving rise to the claim; and
- (iii) how any loss, liability, cost, expense, damages and/or claim may be restricted or mitigated or any potential claim prevented or restricted;
- (c) take all reasonable steps to restrict or mitigate those circumstances or losses, or to prevent or restrict any potential claim;
- (d) not admit liability, or reach agreement or compromise with any person, body or authority about the potential claim unless we have:
  - (i) first consulted with you about an admission, agreement or compromise; and
  - (ii) given you a chance to give your reasons as to why you object to the admission, agreement or compromise within a reasonable period of time; and
- (e) give you (and any other person, body or authority who has reason to be concerned with the claim) in writing all relevant information and documents relating to the potential claim or the matters which will or are likely to give rise to a claim as may reasonably be required by you or by such other person, body or authority.

### 5 Liability

- 5.1 For the purposes of this clause 5, a reference to a Party includes its officers, employees or agents.
- 5.2 Nothing in this Contract limits or excludes the liability of a Party for:
  - (a) death or personal injury caused by its negligence;
  - (b) fraud or fraudulent misrepresentation; or
  - (c) any liability which cannot be limited or excluded by applicable law.
- 5.3 Subject to clause 5.2, paragraphs 3 and 4.4 of Schedule 2 (<u>Priority</u> Service Standard and General Service Obligations), paragraph 5.4 of Part 5 of Schedule 4 (Standard Services) and paragraph 5.4 of Part 2 of Schedule 8 (Mailmark® Options), you agree on your own behalf and duly authorised for and on behalf of each Relevant Principal that we are not liable to you or to your Relevant Principals, whether in contract, tort (including negligence) or otherwise, arising under or in connection with this Contract for any loss, damage or delay:
  - (a) to any Mailing Item under this Contract;
  - (b) to any Mailing Item given to a carrier to whom you have authorised us to give it under the Letter of Responsibilities;
  - (c) where any person misrepresents their authority to receive the item on the intended recipient's behalf or your behalf.
- <u>10-88230769-12\334470-572</u>

- 5.4 Subject to clause 5.2, paragraphs 3 and 4.4 of Schedule 2 (<u>Priority</u> Service Standard and General Service Obligations), paragraph 5.4 of Part 5 of Schedule 4 (Standard Services) and paragraph 5.4 of Part 2 of Schedule 8 (Mailmark® Options), you agree on your own behalf and duly authorised for and on behalf of each Relevant Principal that we are not liable to you or to your Relevant Principals, whether in contract, tort (including negligence) or otherwise, arising under or in connection with this Contract for:
  - (a) loss of profit;
  - (b) loss of revenue;
  - (c) loss of contracts;
  - (d) loss of business;
  - (e) loss of anticipated savings;
  - (f) loss of or damage to goodwill;
  - (g) loss of data;
  - (h) any indirect or consequential loss.
- 5.5 Subject to clause 5.2 and clause 11, you are not liable to us, whether in contract, tort (including negligence) or otherwise, arising under or in connection with this Contract for any:
  - (a) loss of profit;
  - (b) loss of revenue;
  - (c) loss of contracts;
  - (d) loss of business;
  - (e) loss of anticipated savings;
  - (f) loss of or damage to goodwill;
  - (g) loss of data;
  - (h) any indirect or consequential loss.

### 6 Disruptive Events

- 6.1 We will tell you about a Disruptive Event as soon as we reasonably can (and in any event no later than the end of the Financial Quarter Period which immediately follows the Financial Quarter Period during which we are first unable to perform any of our obligations as a result of the Disruptive Event) and let you know what it is we are unable to do as a result of it.
- 6.2 Our obligations under this Contract will be suspended;

## <u>10-88230769-12\334470-572</u>

- (a) to the extent that it is affected by the Disruptive Event; and
- (b) while the Disruptive Event continues;

provided that (except in the case of industrial dispute) we promptly take reasonable steps to resume performance as soon as reasonably possible.

- 6.3 If we cannot carry out any obligation under this Contract because of a Disruptive Event we will:
  - (a) not be in breach of this Contract; and
  - (b) not be liable for any delay on our part or any inability to carry out any obligation under this Contract.

### 7 Terminating this Contract

- 7.1 You may terminate this Contract at any time by giving us 28 days' written notice.
- 7.2 Either of us may terminate this Contract (in our case, either in whole or in part including by terminating the provision of any individual Service to you) by giving written notice to the other (and the termination shall be effective immediately) if:
  - (a) the other Party commits any material or persistent breach of the relevant terms and conditions of this Contract and either:
    - the breach cannot be remedied, which shall include you using any of the Services fraudulently, in connection with any criminal offence or in a way which breaks any law that applies; or
    - (ii) 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 and asked to take steps to remedy the breach; or
  - (b) an Insolvency Event occurs in respect of the other Party.
- 7.3 We may terminate this Contract (either in whole or in part including by terminating the provision of any individual Service to you) by giving you written notice (and the termination shall be effective immediately) if you:
  - (a) fail to make any payment due under this Contract within 30 days of the date of our invoice and we have given you notice that we intend to terminate this Contract for non-payment of invoices and have given you seven days to pay; or
  - (b) do anything which in our reasonable opinion damages or may damage our reputation or business, or the reputation or business of any member of the Royal Mail Group.
- 7.4 In addition to our rights to terminate set out above, we may terminate this Contract at any time by giving you not less than:
  - (a) 28 days' written notice if you do not hand over any Mailing Items to us for a period of 190 consecutive days; or

- (b) 90 days' written notice if during any Contract Year after the first Contract Year of this Contract you do not hand over at least either (i) 6,000,000 Mailing Items to us, or (ii) 1,000,000 Mailing Items to us if delivering to fewer than 4 Inward Mail Centres;
- (c) 12 months' written notice if we wish to replace the terms of this Contract with new access terms, provided that:
  - (i) the relevant notice describes the terms of this Contract we propose to change and the new terms which we will offer you in place of those current terms; and
  - (ii) the complete new Access Contract is made available to you at least 190 days before the end of that 12 months' notice period (if at that time Access is a Regulatory Condition).
- 7.5 We shall discuss the proposed termination with you before we terminate your Contract for any reason.
- 7.6 You may apply to the Regulator if you consider that we are not acting fairly and reasonably in terminating your Contract.
- 7.7 If:
  - (a) any Regulatory Body makes a formal public notification that it has opened an investigation into us or accepted to resolve a dispute referred to it involving us through formal proceedings; and
  - (b) the outcome of the investigation or formal proceedings is reasonably likely to affect our rights to terminate your Contract or it would be reasonable to expect us to take that outcome into consideration in deciding whether we were acting fairly and reasonably in terminating your Contract,

then the relevant notice period referred to in clause 7.4 shall be suspended as between the Parties, until the Regulatory Body determines that the investigation or formal proceedings have been concluded and makes a decision or issues directions regarding our decision to terminate your Contract.

## 8 Consequences of Termination

- 8.1 Termination of this Contract or of an Agency Customer Contract (or any individual Service) for any reason shall not affect any rights which either of us may already have under the Contract before the date of termination, or whether or not any obligations under the Contract which were intended either to come into or remain in force after termination do so.
- 8.2 In respect of all sums which remain outstanding on the date of the termination or expiry of this Contract, the payment terms as set out in the Contract in relation to such sums shall continue to apply despite the termination of the Contract.
- 8.3 If this Contract is terminated, you and we shall:

## <u>10-88230769-12\334470-572</u>

- (a) return to each other all documents and materials (including copies) containing, reflecting, incorporating or based on the other's Confidential Information;
- (b) erase all of the other's Confidential Information from our and your computer systems (to the extent reasonably possible); and
- (c) notify each other in writing confirming that you and we have complied with this clause 8.3,

save that you and we may keep documents and materials reflecting, incorporating or based on the other's Confidential Information to the extent required by law or any applicable governmental or regulatory authority, and the terms of clause 9 shall continue to apply to that kept information.

- 8.4 If this Contract is terminated and subject to any express terms set out elsewhere in this Contract you will:
  - (a) immediately stop using the Royal Mail Access Indicator on your Letters and Large Letters;
  - (b) stop supplying, distributing and printing any stationery incorporating the Royal Mail Access Indicator for your Letters and Large Letters;
  - (c) at our sole discretion and request, either make sure that the Royal Mail Access Indicator is completely concealed on the remaining copies of such stationery (for example by over-labelling of the whole of the Royal Mail Access Indicator) or destroy the remaining copies of such stationery and provide us with a certification signed by one of your directors that all remaining copies are destroyed.

## 9 Confidentiality

- 9.1 You and we must treat the terms and conditions of this Contract and any Confidential Information as confidential and must not disclose the Contract Details or any Confidential Information to any third party without the other Party's written consent, except as permitted by clause 9.2. However this does not apply where:
  - (a) the disclosed information was known to the receiving Party before the information was disclosed to it by the disclosing Party;
  - (b) the information has become available to the public (except where the information became available through a breach of confidentiality); or
  - (c) you and we agree in writing that the information is not confidential or may be disclosed.
- 9.2 Either of us may (in good faith) disclose the terms and conditions of this Contract or any Confidential Information without the approval of the other:
  - (a) to our respective Affiliate(s), professional advisers, auditors, bankers, contractors (including franchisees and owner-drivers) and independent companies responsible for measuring our performance against the Service Standard, in each case who need to

## <u>10-88230769-12\334470-572</u>

know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Contract, provided that the disclosing Party requires them to maintain the confidentiality of the information;

- (b) to the extent required by any securities exchange, regulatory or governmental body relevant to either of us, any written request of any taxation authority or as required by any undertaking given to the Regulator;
- (c) to the extent required by the Act, any regulation or any other applicable law; and
- (d) to the extent necessary for the proper conduct of any judicial proceedings or for any process under clause 12.

In the case of clauses 9.2(b), 9.2(c) and 9.2(d) the disclosing Party must first notify the other Party of an intention to disclose information, unless the law prohibits this.

- 9.3 Each of us may use the other's Confidential Information to exercise our respective rights and perform our respective obligations under this Contract without the other Party's consent.
- 9.4 The terms of this clause 9 shall continue to apply after this Contract is terminated or ends.

### 10 Notices

- 10.1 All notices and other communications (excluding invoices) to be served on or given to either Party under this Contract shall be:
  - (a) for all notices to be served on or given to either Party under clause 7, given in writing and sent by a form of delivery in which delivery must be signed for and recorded by the deliverer to the Commercial Contact;
  - (b) for all notices to be served on or given to either Party under clause 12, given in writing and sent by a form of delivery in which delivery must be signed for and recorded by the deliverer to the Commercial Contact or the Operational Contact (as applicable); and
  - (c) for any notices to be served on or given to either Party in relation to all other matters relating to this Contract other than as listed in clauses 10.1(a) and 10.1(b), given by email to the Commercial Contact.
- 10.2 A notice is classed as having been given:
  - (a) if sent by recorded delivery, at the time of delivery;
  - (b) if sent by email, when received at the place it was sent to (and in the case of email if an out of office message is received the notice is classed as having been received) unless the time you or we receive the notice is after 5pm on any Working Day in which case we shall class the notice as having been received at 9am on the next Working Day.
- 10.3 For notices served pursuant to clause 10.1(c), you may request hard copies of the notice from us but, for the avoidance of doubt, that additional notice shall be for information only and the

<u>10-88230769-12\334470-572</u>

original notice shall remain valid and be deemed to have been served in accordance with clause 10.2(b).

### 11 Charges and Payment Terms

### Calculation and checking of Access Charges

- 11.1 You must ensure that Postage for each Daily Posting is calculated and declared by you accurately and completely in your Posting Docket in line with the relevant Price Plan and with the requirements of the User Guide, unless you are using eManifest Billing in which case no Posting Docket is required.
- 11.2 Unless otherwise specified in this Contract, we publish the Access Charges relating to the Services (including any related discounts) on the pricing page of the Website, as amended from time to time in line with clause 13. Only Mailing Items eligible for the specified Service that you hand over to us and we accept will qualify for the charges related to that Service.
- 11.3 You agree:
  - (at all reasonable times and upon reasonable notice) to let us inspect your records relating to your Daily Postings in order to check the details of each Daily Posting and the Postage payable for each Posting; and
  - (b) to co-operate with our reasonable requests for information about each Daily Posting and the Postage payable for each Daily Posting.
- 11.4 You do not need to identify by name the third parties for whom you have posted.

### Payment Terms

- 11.5 Unless expressly stated otherwise in this Contract, we will make available to you weekly invoices. The invoices will show the total Access Charges you owe for the Access Services that we have agreed to provide to you under this Contract during the previous 7 days.
- 11.6 You shall pay all invoices in full within 30 days of the date of the invoice.
- 11.7 All Access Charges or other charges are expressed as exclusive of VAT. You shall pay any VAT payable on Access Charges and other charges due under this Contract.
- 11.8 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:
  - (a) we shall make any adjustment due immediately upon the dispute being resolved;
  - (b) 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.

- 11.9 You shall operate a Credit Account with us for Postage throughout the period of this Contract. We will give you an account number for the Credit Account as soon as reasonably practicable, and at least 28 days before the Access Start Date. You may not post under this Contract until you have received the account number and we have activated it.
- 11.10 You must comply with any credit limit placed on the Credit Account and all other conditions relating to the Credit Account. We shall operate the Credit Account in line with our standard credit policy and procedures in place from time to time. If you are no longer eligible for a Credit Account, you may not hand over any Mailing Items to us until your Credit Account has been reinstated. You acknowledge that additional terms and conditions may be applied to your Credit Account before it is reinstated.
- 11.11 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:
  - (a) (provided we have given you 7 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;
  - (b) 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;
  - (c) 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;

(d) 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.

## 12 Disputes

- 12.1 The following conditions shall apply to any claims related to Postage or Adjustments paid or payable under this Contract:
  - (a) you must submit any claims up to and including £5,000 in value to us within 90 days from the date of the invoice;
  - (b) you must submit any claims over £5,000 in value to us within 6 months from the date of the invoice;
  - (c) you must provide us with all information we may require from you to investigate the claim; and

- (d) we will consider and try to resolve the claim within 30 Working Days of us receiving all of the necessary information pursuant to clause 12.1(c).
- 12.2 Where:
  - (a) a claim related to Postage and Adjustments has not been resolved in accordance with clause 12.1(d); or
  - (b) there is a dispute otherwise arising out of or under or in connection with this Contract,

either of us shall in the first instance send a notice in writing to our and your Operational Contact identifying the circumstances giving rise to the dispute and the remedy sought. The Operational Contacts shall consider and try to reach agreement to resolve the dispute.

- 12.3 If the Operational Contacts are unable to reach agreement to resolve the dispute within 14 days after receipt of the notice referred to in clause 12.2 (or such further time as the Operational Contacts agree) then the dispute shall, as soon as that period has expired, be referred to the Commercial Contacts who shall consider and try to reach agreement to resolve the dispute within 14 days of the referral to them.
- 12.4 If:
  - (a) the claim referred to in clause 12.1(a) or clause 12.1(b) is not resolved in accordance with clause 12.1(d), 12.2 or 12.3; and
  - (b) the value of the claim is more than £20,000 but less than £125,000; and
  - (c) (where you wish to refer the dispute to adjudication) we give our written consent,

the dispute may be referred to adjudication and the Centre for Effective Dispute Resolution (CEDR) Rules for Adjudication (2021 edition) shall apply to the adjudication.

- 12.5 If the dispute is not resolved in accordance with one of the procedures previously referred to in this clause 12:
  - (a) either of us may (but do not have to) refer the dispute to arbitration and the Chartered Institute of Arbitrators Arbitration Rules (2015 edition) will apply to that arbitration;
  - (b) provided we give our written consent, we and you may try to resolve the dispute by mediation and the CEDR Model Mediation Procedure (2020 edition) shall apply to any mediation. To request mediation, you must send a notice in writing to our Commercial Contact.
- 12.6 Nothing in this Contract (including the other terms of this clause 12) affects what is stated in clause 17.6, or shall prevent either of us from referring a dispute to the Regulator or applying to the court for interim relief pending the dispute being resolved in line with the terms of this Contract.

### 10-88230769-12\334470-572

#### 13 Changes

- 13.1 You may ask for a change to this Contract by following the procedure set out in the Statement of Process which you will find on the Website.
- 13.2 We may change this Contract without your consent:
  - (a) on giving you at least 190 days' written notice:
    - Any change: to make any change to this Contract not otherwise provided for in this Contract. For the avoidance of doubt this clause 13.2(a)(i) may not be used to change all of the terms of this Contract as such an extensive change would require termination of the Contract in accordance with clause 7.4(c);
    - (ii) *Pricing Structure Change*: to make any change to the Pricing Structure affecting any calculation or measurement of the Access Charges; or
    - (iii) Royal Mail Access Indicator: to make any change to our Royal Mail Access Indicator, provided that we may make only one such change in any period of 18 months; or
    - (iv) Access Service: to withdraw an Access Service (unless a different notice period is set out in the relevant Part of the relevant Schedule, in which case that notice period shall take precedence);
  - (b) on giving you at least 70 days' written notice:
    - (i) New Products and Services: to introduce one or more new services or products, provided that such notice period is accepted by 67 per cent of the members of each Customer Segment (Acceptance Threshold) in accordance with the calculation mechanism set out in clause 13.8. If the Acceptance Threshold is not reached in respect of all Customer Segments, we will give you at least 120 days' written notice rather than 70 days' written notice prior to introducing the new product(s) or service(s); or
    - (ii) Changes to Access Services: to make any changes to one or more Access Services (including any changes to the Access Service Specification, the terms of Schedule 4 (Standard Services) (except for Part 4 (Trunking Services) and paragraphs 3 to 5 of Part 5 (Standard Service) of Schedule 4 (Standard Services)) and/or Schedule 8 (Mailmark® Options) (except for paragraphs 3 to 5 of Part 2 (Royal Mail Mailmark® Economy) or Part 4 (eManifest Billing) of Schedule 8 (Mailmark® Options)) but for the avoidance of doubt this clause may not be used to:
      - (A) change the General Access Terms and Conditions, Schedule 2
         (<u>Priority</u> Service Standard and General Service Obligations), Part 4
         (Trunking Services) <u>and paragraphs 3 to 5 of Part 5 (Standard Service)</u> of Schedule 4 (Standard Services), paragraphs 3 to 5 of Part 2 (Royal Mail Mailmark® Economy) or Part 4 (eManifest Billing) of Schedule 8 (Mailmark® Options), as such changes can only be made

#### <u>10-88230769-12\334470-572</u>

in accordance with clause 13.2(a)(i) or clause 13.2A (as applicable); and/or

- (B) withdraw an Access Service, as such a change can only be made in accordance with clause 13.2(a)(iv);
- (c) *Change required by Regulator*: on giving you at least 90 days' written notice (or, if shorter, such period of notice as is required to allow us to comply with the requirements of the Regulator), where the change is needed to comply with any legal or regulatory requirement which applies to us;
- (d) Access Charges, Permitted Variances Compensation Rates and each Quarterly Cap: on giving you at least 70 days' written notice, to increase any Access Charge and/or change any Discount, and/or Permitted Variance and/or one or more of the Compensation Rates and/or each Quarterly Cap, provided that we may not make more than:
  - (i) two increases to Postage for each Access Service in any Financial Year;
  - (ii) two increases to any Profile Adjustment or Adjustment in any Financial Year;
  - (iii) two changes to Permitted Variances in any Financial Year;
  - (iv) two changes to each of the Compensation Rates in any Financial Year in accordance with the following terms:
    - (A) each Compensation Rate shall be changed to reflect a change in Postage and the percentage amount by which a Compensation Rate shall be changed shall be equal to the weighted average percentage change (calculated by reference to volumes) to the Postage payable for Letters and Large Letters as a result of such price change; and
    - (B) such a change to each Compensation Rate shall become effective from the beginning of the Financial Quarter Period after the Financial Quarter Period in which the Postage price change becomes effective (for example by way of illustration only, if the Postage price change becomes effective from November, the Compensation Rates shall correspondingly change from the fourth Financial Quarter Period); and
  - (v) one increase to all Quarterly Caps in any Financial Year (such increase to each Quarterly Cap taking effect on the same date).
- (e) Postcode Sector Change: on giving you at least 70 days' written notice, to move a Postcode Sector or Postcode Sectors from one Zone to another where we reasonably believe that the characteristics of any Postcode Sector within a Zone do not adequately reflect our costs;
- (f) Incentive Products and Promotions: on giving you at least 70 days' written notice, to introduce from time to time incentive products and promotions of specified duration which are intended to promote the use of Access Services and increase the volumes

of Letters and Large Letters. The introduction of such incentive products and promotions shall not be considered to be a change to any Access Charge or Permitted Variance for the purposes of clause 13.2(d) and, accordingly, any such incentive products and promotions will not count towards the number of changes permitted under clause 13.2(d); and

- (g) *Carbon Reporting Requirements:* on giving you at least 70 days' written notice, to change the provisions of clause 17.10 of the General Access Terms and Conditions and/or to change the Annual Carbon Reporting Return.
- 13.2A The parties acknowledge that further to the Regulator's "Call for input: The future of the universal postal service" published on 24 January 2024 ("Call for Input"), the Regulator's summary of responses to its Call for Input and next steps document published on 5 September 2024 ("CFI Summary and Next Steps Document"), and any subsequent Regulator consultations following on from its Call for Input and CFI Summary and Next Steps Document ("Consultations"), the Regulator may make changes to the Regulatory Conditions and/or Access Condition. If the Regulator decides to change the Regulatory Conditions and/or Access Condition following its Consultations, then we may change the terms of the Contract without your consent on giving you at least 70 days' notice to reflect the obligations placed on us under the revised Regulatory Conditions and/or Access Condition (as applicable) (and each such change is referred to below as a "Relevant Change"). By way of illustration only, the types of changes that we may effect under this clause include, but are not limited to, changes to the days on which we deliver Mailing Items under this Contract and/or the delivery periods for Mailing Items under this Contract. We may effect more than one Relevant Change pursuant to this clause 13.2A, subject to clause 13.2B.
- 13.2B Our right to serve one or more notices under clause 13.2A expires 12 months from the effective date of the last change to the Regulatory Conditions or Access Condition made by the Regulator pursuant to the Consultations (**Sunset Period**). In the event that any legal or regulatory challenge is or are made or a dispute or disputes arise in relation to the changes to the Regulatory Conditions and/or Access Condition made pursuant to the Consultations and/or any Relevant Change (each a "**Challenge**"), then (a) the Sunset Period but, for the avoidance of doubt, not the right to make the Relevant Change(s), shall be suspended for the period during which any Challenge or Challenges is/are unresolved and shall resume once such Challenge or Challenges is/are finally concluded; and (b) we may suspend the notice period for the relevant notice(s) served under clause 13.2A until the process for such Challenge has been both finally and conclusively dealt with and that the time for any appeal or judicial review in relation thereto has also expired.
- 13.3 Except for any changes to the User Guide that fall within the scope of clause 13.2(b)(ii), we may change any other provisions of the User Guide without your consent:
  - (a) where a change which affects all Inward Mail Centres is needed because of:
    - (i) national operational or network changes (including the timing of transport connections, the location and numbers of Inward Mail Centres, the extent and use of our property and latest acceptance times); or

(ii) other structural or procedural changes that we will implement,

in which case we will give you at least 190 days' written notice of the change.

- (b) where the change is needed because of network changes (including local latest acceptance times, local routings and the extent and use of our property) or other structural or procedural changes to be implemented by us affecting a particular Inward Mail Centre, in which case we will give you at least 70 days' written notice of the change;
- (c) where the change is needed because of changes we have made to our generic or individual Services and Service specifications, including addressing standards and sortation requirements, in which case we will give you at least 70 days' written notice of the change.

In each case, our notice will set out the change and the reasons for the change.

- 13.4 Where we give you notice of any change under this clause 13, we will in that notice describe which terms of this Contract we propose to change and the new terms which we will offer in place of those current terms. This obligation does not apply in relation to notices under clause 13.2(c) in respect of changes directed or determined or otherwise required by the Regulator.
- 13.5 Where we intend to make any changes to the Contract pursuant to this clause 13, we shall consult with you on any such change which we reasonably believe may have a material impact on Access Customers, provided that this obligation shall not apply in relation to changes under clauses 13.2(c), 13.2(d), 13.2(e) and 13.2A.
- 13.6 Where we intend to make a change to the Contract pursuant to clause 13.2(a)(i), we shall consult with you prior to serving notice in accordance with clause 13.2(a)(i) if we reasonably believe the proposed change may have a material impact on Access Customers. This consultation process shall run for a period of at least 6 weeks from the date on which we publish our proposals. After the consultation ends, we will wait for a period of at least 6 weeks before we serve you with the notice set out in clause 13.2(a)(i).
- 13.7 Wherever reasonably possible, we will try to give you longer notice of the changes under clauses 13.2 and 13.3 than the minimum notice periods set out in those clauses.
- 13.8 The following acceptance process shall apply to the introduction of a new product or service pursuant to clause 13.2(b)(i):
  - before the first vote takes place pursuant to the voting mechanism in this clause 13.8, we will agree with you which Customer Segment you belong to. You will remain in the agreed Customer Segment for as long as this Contract remains in place unless otherwise agreed;
  - (b) we will make available our proposal in respect of the new product or service on our Website (New Service Proposal) and we will notify you of its publication on our Website within a reasonable time (not to exceed one Working Day from the date the New Service Proposal is published on our Website);

- (c) you will have 30 days from the date we notify you that we have published the New Service Proposal to submit your vote in the manner set out in the New Service Proposal indicating whether you accept or reject the 70 days' notice period (Voting Period). You can only cast one vote in respect of each New Service Proposal;
- (d) within one Working Day of the expiry of the Voting Period we will count the number of votes within each Customer Segment that are in favour of introducing the new product or service on 70 days' notice;
- (e) any nil responses will be marked as abstentions and we shall calculate the Acceptance Threshold on the basis of the total number of votes we have received within each Customer Segment prior to the expiry of the Voting Period; and
- (f) we will publish the voting results on our Website, together with a breakdown of the results achieved across each segment.

#### 13.9 lf:

- (a) any Regulatory Body makes a formal public notification that it has opened an investigation into us or accepted to resolve a dispute referred to it involving us through formal proceedings; and
- (b) the outcome of the investigation or formal proceedings is reasonably likely to affect our rights to change your Contract or it would be reasonable to expect us to take that outcome into consideration in deciding whether we were acting fairly and reasonably in changing your Contract,

then the relevant notice period referred to in clauses 13.2 or 13.3 shall be suspended as between the Parties, until the Regulatory Body determines that the investigation or formal proceedings has been concluded and makes a decision or issues directions regarding our decision to change your Contract.

### 14 Assignment and Sub-contracting

- 14.1 We may assign any of your payment obligations under this Contract without your consent. We may assign the benefit of the Contract for any other purpose with your prior consent, which may not be unreasonably withheld.
- 14.2 You may assign the benefit of this Contract with our prior written consent, which may not be unreasonably withheld.
- 14.3 We recognise that you may use sub-contractors (including Affiliates, franchisees, third party carriers and owner-drivers) to convey Mailing Items from one place to another. They may access our Inward Mail Centres under and in line with this Contract on your behalf, provided that:
  - (a) you ensure that they comply with the terms of this Contract (in so far as it applies to them);
  - (b) you remain responsible for meeting your obligations under this Contract; and

(c) you shall be liable for the acts and omissions of any such sub-contractor as fully as if they were your acts or omissions.

### 15 Intellectual Property Rights

- 15.1 All Intellectual Property Rights in the Customer Access Indicator belong to you. All Intellectual Property Rights in the Royal Mail Access Indicator and the Digital Stamp Indicator belong to us. Any other Intellectual Property Rights arising under this Contract belong to the Party responsible for creating those rights. Where the Intellectual Property Rights are created jointly, they belong to both of us jointly unless we need them to comply with our obligations under the Act or the Regulatory Conditions, in which case they belong to us but are subject to clause 15.3.
- 15.2 You acknowledge our ownership and proprietary rights in the Intellectual Property Rights in the Royal Mail Containers and agree and acknowledge that you shall not:
  - (a) obtain any rights in the Intellectual Property Rights of the Royal Mail Containers, except as expressly granted under Schedule 6 (Container Options); or
  - (b) register or attempt to register any of the Intellectual Property Rights in the Royal Mail Containers in any jurisdiction.
- 15.3 Subject to clause 16, each of us grants the other a royalty free, non-exclusive, non-transferable licence of the Intellectual Property Rights that the granting Party owns (solely or jointly with the other), solely to the extent needed to be able to properly perform the receiving Party's obligations and exercise the rights under this Contract.
- 15.4 Each of us shall inform the other of all applications for trade marks, patents or registration of designs or any other acts regarding protection or exploitation of all Intellectual Property Rights arising from this Contract. Where both of us have contributed to the creation of such Intellectual Property Rights, the Party making the application must get the consent of the other Party before making any application or taking any other action and/or the other Party may join any applications or other actions.
- 15.5 Each of us shall take all steps as and when the other Party may reasonably require (and at the other Party's expense) to help the other Party maintain and enforce its Intellectual Property Rights in its Access Indicator throughout this Contract.
- 15.6 Each of us undertakes (at its own cost) to execute any other documents or perform other further acts as the other may reasonably request, to give effect to the terms of this clause 15.

### 16 Royal Mail Access Indicator and Digital Stamp Indicator Licence

- 16.1 We grant you a non-exclusive licence to use the Royal Mail Access Indicator and the Digital Stamp Indicator, as updated from time to time, until termination of the permission strictly in accordance with the terms of this Contract. This licence shall not constitute or imply any agreement between you and us or any undertaking or obligation whatsoever on our part regarding the carriage of any Mailing Item other than on the terms of this Contract.
- 16.2 You may only use a Royal Mail Access Indicator if you:

## <u>10-88230769-12\334470-572</u>

- (a) reproduce the Royal Mail Access Indicator in the form as set out in the User Guide;
- (b) have first been assigned an Access Licence Number by us;
- incorporate the Access Licence Number into the Royal Mail Access Indicator and do not make any amendment, modification, alteration, or reformatting except with our written approval;
- (d) ensure that any Royal Mail Access Indicator or Customer Access Indicator used does not contain any date reference;
- (e) have an active and fully paid up Credit Account operating under this Contract;
- (f) have approval to use our electronic docketing system to declare your Daily Postings;
- (g) inform us immediately if your contact details change;
- (h) use the Royal Mail Access Indicator on Mailing Items to be delivered under the terms of this Contract; and
- (i) submit to us a correctly completed Posting Docket and pay the correct Postage to us.
- 16.3 You undertake that you shall not make any statements or claims that indicate that we have approved or recommended any goods or services offered by you and/or your agents.
- 16.4 The rights granted under clauses 15 and 16 are personal to you and you may not assign or license any of the rights granted under these clauses 15 and 16 without our written consent. Without affecting the terms of clause 17.7, nothing in this Contract confers on any third party any benefit nor the right to enforce any clause of these terms.
- 16.5 We shall indemnify you against any liabilities, costs, expenses, damages and losses (including reasonable legal expenses) that you suffer or incur from any claim that the use of the Royal Mail Access Indicator on Mailing Items within the United Kingdom (which for this clause 16.5 and clause 16.6 only includes Jersey, Guernsey and the Isle of Man if and for so long as they are treated as domestic destinations under our business bulk mail sortation services) in the manner set out in this Contract infringes the Intellectual Property Rights of any third party, provided that you comply with clause 16.7.
- 16.6 You shall indemnify us against any liabilities, costs, expenses, damages and losses (including reasonable legal expenses) that we suffer or incur from any claim that the use of the Customer Access Indicator on Mailing Items within the United Kingdom in the manner set out in this Contract infringes the Intellectual Property Rights of any third party, provided that we comply with clause 16.7.
- 16.7 The indemnities in clauses 16.5 and 16.6 shall apply provided that in each case the indemnified Party:
  - (a) gives the indemnifying Party prompt notice (including full details in writing) of any claim received;

- (b) gives the indemnifying Party control and conduct of all negotiations and litigation arising from the claim;
- (c) makes no admission and does not do anything to prejudice the defence of the claim; and
- (d) gives the indemnifying Party any assistance (at the indemnifying Party's expense) that the indemnifying Party reasonably needs in defending the claim.

### 17 General

- 17.1 *Opening Mailing Items:* We may open Mailing Items to check that they comply with this Contract if we reasonably believe that we need to open and check Mailing Items to see if you are complying with this Contract.
- 17.2 Service Management: Your and our relevant senior personnel shall formally review both Parties' adherence to this Contract each month (or any other period as you and we agree). However, nothing in this Contract shall stop discussions taking place at any time about changing the terms of this Contract. At these meetings, you and we shall discuss any concerns about performance under this Contract (such as potential breaches of this Contract and steps needed to remedy any breaches) and any proposed changes to this Contract.
- 17.3 Sanctions:
  - (a) You must ensure that the Mailing Items handed over to us under this Contract are not prohibited under applicable Sanctions Laws. Information about sanctions can be found on our website at www.royalmail.com/international-sanctions (the information listed here does not constitute legal advice and we accept no liability in relation to this information). If your Mailing Items need a licence under applicable Sanctions Laws, it is your responsibility to obtain it and (if we ask for it) you must provide us with acceptable evidence that you have it.
  - (b) If we have reasonable suspicion that a Mailing Item does not comply with Sanctions Laws we may:
    - (i) open that Mailing Item or delay processing and delivery; and/or
    - (ii) deal with such Mailing Item in our absolute discretion (without incurring any liability whatsoever to you or the intended recipient) including destroying or otherwise disposing of such Mailing Item in whole or in part, or returning the relevant Mailing Item to you.

If we take one or all of the actions described in this clause, we are entitled to charge you the cost of disposal and/or destruction, the standard Postage price and all other costs reasonably incurred by us.

- 17.4 *Waiver:* Any failure by either Party to enforce or to exercise (at any time or for any period) any term of or right under this Contract shall not:
  - (a) constitute a waiver of that term or right; or

- (b) (a) affect that Party's right to enforce or exercise that term or right later.
- 17.5 *Entire agreement:* This Contract (and the documents referred to in it) set out the entire agreement between you and us. There are no additional terms or obligations other than those contained or referred to in this Contract (and the documents referred to in it). Nothing in this clause will limit or exclude liability for fraud or fraudulent misrepresentation. Each Party acknowledges that in entering into this Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract.
- 17.6 *Law and jurisdiction*: This Contract is deemed to have been made in England and is subject to the laws of England. You and we agree to submit to the exclusive jurisdiction of the courts of England.
- 17.7 *Rights of third parties*: Nothing in this Contract is intended to confer any benefit or any right on any person to enforce any term of it which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
- 17.8 *Invalidity*: If any authority or court finds that any clause or part of a clause of this Contract is invalid, illegal or unenforceable, then that invalidity, illegality or unenforceability shall not affect the other clauses or parts of those clauses of this Contract.
- 17.9 *Compliance with law or regulatory requirement*: Regardless of any other term of this Contract, if this Contract or any part of it puts or would put either of us in breach of any law or regulatory requirement, then both of us shall use our reasonable efforts to change the relevant terms of this Contract so that it does comply with that law or regulatory requirement.
- 17.10 *Carbon Reporting Requirements*: We will provide you with a completed copy of the Annual Carbon Reporting Return for each Financial Year within 3 months of the end of that Financial Year.

### Schedule 1

# **Definitions and Interpretation**

## 1 Definitions

In this Contract, the following terms shall have the following meanings:

49 SSCs	has the meaning given to it in paragraph 2.1 of Part 6 of Schedule 5 (Operational Presentation Facilities);
49-Way Sort	means the Services described in Part 6 of Schedule 5 (Operational Presentation
Mech Letter	Facilities);
Option	
option	
Abbreviated	means the period of time between the start of a Financial Year and the date of
Financial Year	termination of your Contract if that period is shorter than a year, as described in the
	National Price Plan One (SSCs) and Average Price Plan Two (Zones) in Schedule 3
	(Price Plans);
ABV	means the implementation timeline available on the Website;
Implementation	
Timeline	
Acceptance by	means the Service described in Part 3 of Schedule 5 and in the User Guide;
Vehicle	
Acceptance	has the meaning set out in clause 13.2(b)(i) of the General Access Terms and
Threshold	Conditions;
Access Charge	means any charges we may make under this Contract including Postage,
	Adjustments and Profile Adjustments;
-	
Access	means the condition imposed on us by the Regulator on 27 March 2012 pursuant to
Condition	its powers under the Act requiring us to provide access to our postal network at our
	Inward Mail Centres and as amended or reviewed by the Regulator from time to
	time;
Assess Osistesst	
Access Contract	means an agreement between us and a Postal Operator or user following a request
	for access by such Postal Operator or user permitting access to our Inward Mail
	Centres;
Access	means a Postal Operator or user who has entered into an Access Contract with us;
Customer	means a rostar operator or user who has entered into an Access Contract with us,
Customer	
Access	means, in respect of each Service Standard Period, either:
Customer Base	
Volume	(a) your Individual Base Volume, where you do not hand over any Agency
	Postings on behalf of your Relevant Principals, (excluding any Mailmark

<sup>&</sup>lt;u>10-88230769-12\334470-572</u>

	Economy Mailing Items and any Standard Mailing Items); or
	(b) the remainder of your Individual Base Volume after we have subtracted from your Individual Base Volume all Agency Base Volumes,
	as appropriate;
Access Indicator	means the Customer Access Indicator or the Royal Mail Access Indicator, as the context requires;
Access Licence Number	means [ <b>RMG will insert the number</b> ], which must be displayed on the Royal Mai Access Indicator;
Access Selection Files	means data files controlled and made available by us which enables the sortation by Postcode of Mailing Items in to groupings which we call Selections, as described in Section 2 of the User Guide;
Access Service	means the services set out in Figure 1 of the User Guide;
Access Service Specification	means the specification for each Access Service provided by us to you as further detailed in the relevant Part of Schedule 4 (Standard Services) and/or the User Guide;
Access Slot	means the period within the Access Window for an Inward Mail Centre agreed by us and you in line with the User Guide;
Access Start Date	has the meaning set out in paragraph 2.1 of the Contract Details;
Access Window	means:
	a) 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;
Act	means the Postal Services Act 2011;
Actual Performance	has the meaning set out in paragraph 2.4(e) of Schedule 2 ( <u>Priority</u> Service Standard and General Service Obligations);
Actual Posting Profile	means the volume of your Mailing Items delivered by us to each Zone in a Financia Year under your chosen Price Plan;
Actual Profile Percentage	means the volume of your Mailing Items delivered by us to each Zone in a Financia Year under your chosen Price Plan (excluding London for the purposes of the Regional Price Plan) expressed as a percentage of the total volume of all your Mailing Items delivered by us to all Zones in that Financial Year under your choser

<u>10-88230769-12\334470-572</u>

I

	Price Plan (excluding London for the purposes of the Regional Price Plan);
Actual SSC Percentage	means your volume of Mailing Items for an SSC as invoiced by us in a Contract Year expressed as a percentage of your total volume of all Mailing Items for all SSCs as invoiced by us in that Contract Year under National Price Plan One (SSCs);
Adjusted Mailing Volume	has the meaning set out in paragraph 2.4 of Appendix 1 of Schedule 2 ( <u>Priority</u> Service Standard and General Service Obligations);
Adjusted	has the meaning set out in paragraph 2.6 of Schedule 2 (Priority Service Standard
Performance	and General Service Obligations);
Adjustment	means an amount charged to cover our reasonably incurred costs in remedying any non-compliance of Mailing Items or Postings with the requirements of the Contract, including any Presentation Specifications;
Ad Mail Information	means in respect of a given Posting described in Part 1 of Schedule 4 (Standard Services):
	a) (a) the information provided to us on a Posting Docket or eManifest (as applicable), in the course of providing the Access Service for that Posting;
	b) (b) the Sample/Seed which relates to that Posting; and
	<u>(c)</u> the Mail Reference provided on the Posting Docket or eManifest (as applicable) and on the Sample/Seed to us pursuant to paragraph 6 of Part 1 of Schedule 4 (Standard Services) for that Posting;
Advertising	means the United Kingdom Code of Non-Broadcast Advertising, Sales Promotion
Codes	and Direct Marketing as amended from time to time, and any additional or up-dated
	relevant code or guidance, issued by the Advertising Standards Authority or the Committee of Advertising Practice or by any replacement or successor body;
Advertising Mail	means Mailing Items which are declared by you as advertising mail, and which meet
	the criteria for Advertising Mail set out in this Contract including Part 1 of Schedule 4
	(if Part 1 of Schedule 4 is incorporated into your Contract);
Advertising Mail	means a UCID Posting containing only Advertising Mail;
Posting	
Affiliate	(in relation to any company) means a company which is either:
	a) a Holding Company or a Subsidiary of such company; or
	<li>b) a company which is a Subsidiary of a Holding Company of which such company is also a Subsidiary;</li>
Agency Access Start Date	has the meaning set out in each Agency Customer Contract;
Agency Adjusted	has the meaning set out in paragraph 2.5 of Appendix 1 of Schedule 2 (Priority

I

Mailing Volume	Service Standard and General Service Obligations);
Agency Base Volume	means, in respect of each of your Relevant Principals, the aggregate volume of Agency Postings for that Relevant Principal that you hand over to us under this Contract during a Service Standard Period (excluding for the avoidance of doubt any Mailmark Economy Mailing Items and any Standard Mailing Items that form part of those Agency Postings);
Agency Customer	means a customer of an Operator where that customer has entered into an Agency Customer Contract (including pre-existing Agency Customers, unless stated otherwise);
Agency Customer Contract	means an agreement between an Agency Customer and us, in the form set out or our Website;
Agency Customer Contract Year	means the period of 12 months from an Agency Access Start Date until the anniversary of that Agency Access Start Date and each subsequent period of 12 months from each anniversary of that Agency Access Start Date;
Agency Posting	means the total amount of Mailing Items you receive from a Relevant Principal and handed over to us on any single Working Day to deliver to the relevant address;
Aggregate Base Volume	has the meaning set out in paragraph 2.4(a) of Schedule 2 ( <u>Priority</u> Service Standard and General Service Obligations);
Aggregate Eligible Mailing Items	has the meaning set out in paragraph 2.4(c) of Schedule 2 ( <u>Priority</u> Service Standard and General Service Obligations);
Aggregate Excluded Mailing Items	has the meaning set out in paragraph 2.4(b) of Schedule 2 ( <u>Priority</u> Service Standard and General Service Obligations);
Aggregate Performance Rebate Amount	means (in respect of any given Service Standard Period) the sum of al StandardPriority Performance Rebate Amounts and all Mailmark Economy Performance Rebate Amounts and all Standard Performance Rebate Amounts (i applicable) due in each case to you, all other Access Customers and all Agency Customers (including your Relevant Principals) under all Access Contracts and the relevant Agency Customer Contracts (including this Contract);
Agreed Lease Pool	<ul> <li>means the total number of Leased Yorks that are available to you to use in accordance with the terms of Part 4 of Schedule 6 (Container Options), being:</li> <li>a) for the remainder of the first calendar year following the Container Start Date the number of Royal Mail Yorks that we agree to lease to you on the Container Start Date, as set out in your initial York Lease Application Form and</li> <li>b) for each subsequent calendar year thereafter, such number of Royal Mai</li> </ul>
	Yorks as may be agreed between you and us pursuant to paragraph 5 of Pa 4 of Schedule 6 (Container Options).

|

I

	<del>b)</del>
Allowed	means the permitted invoiced amount of your Postings when applying the Royal Mail
Customer	Zonal Posting Profile Adjusted for Tolerance to your annual volume of Averaged
Invoiced Amount	Price Plan Two (Zones) as referenced in Appendix 1 of Averaged Price Plan Two
	(Zones);
Annual Carbon	means the annual carbon reporting return available on our Website, as amended
Reporting	from time to time in accordance with clause 13.2(g) of the General Access Terms
Return	
Return	and Conditions;
Annual Lease	means the annual charge to be paid by you for the lease and maintenance of
Charge	Leased Yorks under Part 4 of Schedule 6 (Container Options);
j-	
Annual Per York	means the annual leasing charge for each Leased York, which is published on our
Lease Fee	Website as at the Container Start Date and amended from time to time in
	accordance with the terms of the Contract;
Annual Per York	means the annual charge for the maintenance of each Leased York, which is
Maintenance Fee	published on our Website as at the Container Start Date and amended from time to
	time in accordance with the terms of the Contract;
Annual Review	has the meaning given to it in paragraph 5.1 of Part 4 of Schedule 6 (Container
Meeting	Options);
litering	
Annual Total Per	means a sum equal to the Annual Per York Lease Fee and the Annual Per York
York Fee	Maintenance Fee;
Application	means, in respect of each Trunking Scheme, a period of 30 days commencing on
Period	the date on which we publish the potential Trunking Scheme in accordance with
	paragraph 3.2 of Part 4 (Trunking Services) of Schedule 4;
Applicable	has the meaning given to it in paragraph 3.1(b) of Appendix 1 of Schedule 2 (Priority
Volume	Service Standard and General Service Obligations);
ASBOF	means the Advertising Standards Board of Finance or any successor body of that
	body from time to time;
ASBOF Levy	means the voluntary levy on Advertising Mail or Partially Addressed Mail (as
	applicable) payable to ASBOF;
Associate	means in relation to either Party (i) any Affiliate of that Party or (ii) an agent
	(including a franchisee or owner-driver) of that Party engaged by that Party to fulfil
	its obligations under the Contract;
Attributable	means has the meaning given to it in paragraph 5.1 of National Price Plan One
Volumes	(SSCs);
Averaged Price	means the price plan set out in Option B of Schedule 3;
Plan Two	
(Zones)	
· · ·	
	1470-57 <u>2</u>

Detek Devel 4	and the second
BatchBand 1	means a selection of Mailmark Mailing Items that meet the minimum entry volume
Applicable	requirement for the service being used and which are all of the same format,
<u>Volume(s)</u>	sortation and machine-readability option. A Batch is submitted to the eManifesthas
	the meaning set out in paragraph 4.1(a) of Appendix 1 of Schedule 2 (Priority
	Service Standard and General Service Obligations);
Band 2	has the meaning set out in paragraph 4.1(d) of Appendix 1 to Schedule 2 (Priority
Applicable	Service Standard and General Service Obligations);
Volume(s)	
Band 1	has the meaning set out in paragraph 4.1(b) of Appendix 1 of Schedule 2 (Priority
Compensation(s	Service Standard and General Service Obligations);
)	
<u>i</u>	
Band 2	has the meaning set out in paragraph 4.1(e) of Appendix 1 of Schedule 2 (Priority
Compensation(s	Service Standard and General Service Obligations);
)	
±	
Band 2	has the meaning set out in paragraph 4.1(c) of Appendix 1 of Schedule 2 (Priority
Compensation	Service Standard and General Service Obligations);
Percentage	
Band 1	means the pence per Mailing Item rate published on our Website, as may be
Compensation	updated from time to time in accordance with clause 13.2(d)(iv) of the General
Rate	Access Terms and Conditions;
Band 1	means the pence per Standard Mailing Item rate published on our Website, as may
Compensation	be updated from time to time in accordance with clause 13.2(d)(iv) of the General
Rate for the	Access Terms and Conditions (which for avoidance of doubt is a separate rate from
Standard	the Band 1 Compensation Rate defined above);
Service	
Band 1	means the pence per Mailmark Economy Mailing Item rate published on our
Compensation	Website, as may be updated from time to time in accordance with clause 13.2(d)(iv)
Rate for	of the General Access Terms and Conditions (which for avoidance of doubt is a
Mailmark	separate rate from the Band 1 Compensation Rate defined above);
Economy	
Band 1	ninety (90) percent;
Compensation	
Threshold	
Band 1	ninety (90) percent;
<b>Compensation</b>	
Threshold for	
the Standard	
Service	
Band 1	ninety (90) percent;
Compensation	
•	1

<u>10-88230769-12\334470-572</u>

I

Threshold for	
Mailmark	
Economy	
Leonomy	
Band 2	means the pence per Mailing Item rate published on our Website, as may be
Compensation	updated from time to time in accordance with clause 13.2(d)(iv) of the General
Rate	Access Terms and Conditions;
Nate	
Band 2	means the pence per Standard Mailing Item rate published on our Website, as may
<b>Compensation</b>	be updated from time to time in accordance with clause 13.2(d)(iv) of the General
Rate for the	Access Terms and Conditions (which for avoidance of doubt is a separate rate from
Standard	the Band 2 Compensation Rate defined above);
Service	
Band 2	means the pence per Mailmark Economy Mailing Item rate published on our
Compensation	Website, as may be updated from time to time in accordance with clause 13.2(d)(iv)
Rate for	of the General Access Terms and Conditions (which for avoidance of doubt is a
Mailmark	separate rate from the Band 2 Compensation Rate defined above);
Economy	
Leonomy	
Baseline Year	means 1 April 2019 to 31 March 2020, or such other period of 12 months as may be
	amended by us from time to time in line with clause 13.2(a) of the General Access
	Terms and Conditions;
Batch	means a selection of Mailmark Mailing Items that meet the minimum entry volume
	requirement for the service being used and which are all of the same format,
	sortation and machine-readability option. A Batch is submitted to the eManifest;
	solution and machine readability option. A Batom is submitted to the origination,
Benchmark	means the National Spread Benchmark and the Urban Density Benchmark;
Bill Payer	means the Participant in the Supply Chain that is responsible for paying Royal Mail
	for the Mailmark Mailings;
Black Friday and	means the sixteen (16) day period comprising the retail events "Black Friday" and
Cyber Monday	"Cyber Monday", such period occurring once in each Financial Year and (in the case
Period	of each such Financial Year) commencing on the Saturday directly preceding the
	"Black Friday" event in the UK in the relevant Financial Year;
Business Mail	means Mailing Items which are declared by you as Business Mail Large Letters and
Large Letters	which meet the criteria set out in Part 2 (Royal Mail Business Mail Large Letter™) of
	Schedule 4 and the User Guide;
Business Mail	means a UCID Posting containing only Business Mail Large Letters;
Large Letters	
Posting	
Carrier	means a carrier, who has an Access Contract with us, and hands over its own
	Mailing Items to us or has the authority to report and handover Mailing Items on
	behalf of an Originating Customer, other Postal Operators or other users who have
	an Access Contract with us;
10-88230769-12\334	470-572
10-00230108-12/334	

Carrier Combined York Allocation	means the total maximum number of Royal Mail Yorks allocated to all Carriers for each Posting, as set out in the relevant Trunking Scheme Particulars;
Chronic Excess Event	has the meaning given to it in paragraph 3.7(a)(ii) of Part 4 of Schedule 6 (Container Options);
Class Identifier	has the meaning given to it in the User Guide;
Client Report	means the client report generated by us in accordance with the User Guide as varied from time to time;
Commercial Contact	<ul> <li>means:</li> <li>a) in your case, the person identified at clause 4.2 of the Contract Details;</li> <li>b) in our case, the person who is appointed as our commercial contact in relation to the Contract, whose details are as published on the Website and as may be amended from time to time;</li> </ul>
Compensation Percentage	has the meaning set out in paragraph 3.1(a) of Appendix 1_of Schedule 2 (Priority Service Standard and General Service Obligations);
Compensation Target	means for each Service Standard Period, 92 per cent;
Compensation Target for the Standard Service	means for each Service Standard Period, 92 per cent;
Compensation Target for Mailmark Economy	means for each Service Standard Period, 94.5 per cent;
Compensation Rates	means, together the:
	a) Band 1 Compensation Rate;
	b) Band 2 Compensation Rate;
	<u>c)</u> <u>Band 1 Compensation Rate for the Standard Service;</u>
	d) Band 2 Compensation Rate for the Standard Service;
	e) Band 1 Compensation Rate for Mailmark Economy; and
	$ \underbrace{f}_{\underline{0}} \qquad \text{Band 2 Compensation Rate for Mailmark Economy,} $ and <b>Compensation Rate</b> means any one of them as the context dictates.

l

|

I

I

Informationand security processes in respect of Mailing Items) which is disclosed by one of us to the other:a)before or after the date of this Contract; and b)a)relating to the subject matter of this Contract. The disclosure may be in writing, orally or by any other means, directly or indirectly:Consistent Excess EventDefore or after the date of this Contract. The disclosure may be in writing, orally or by any other means, directly or indirectly:Consistent Excess Eventmeans a bag, Tray, York or any other container type approved by us from time to time:Container Options):means the provision of Containers under Schedule 6 (Container Options) or any of its Parts;Container Start Datemeans the date we agree to start providing you with Royal Mail Containers or such other date as agreed between you and us; which is comprised of the documents set out in paragraph 5.1 of the Contract Details;Contract Contract Vear means the period of 12 months from your Access Start Date until the anniversary of your Access Start Date and each subsequent period of 12 months from each anniversary of your Access Start Date;Credit Account Customer Access Indicatormeans the credit account operated in line with clause 11 of the General Access Terms and Conditions;Customer Entity Segmentmeans a discrete posting unit or third party that you wish to be recognised for the purpose of handing over Mailing Items as UCID Postings in line with this Contract; a) Direct Customers; b) Carriers; and c)b)Carriers; and c)Intermediaries;	Confidential	means all information of a confidential nature (including details of mailing profiles
b)       relating to the subject matter of this Contract.         The disclosure may be in writing, orally or by any other means, directly or indirectly:         Consistent         Excess Event         Options);         Container         means a bag, Tray, York or any other container type approved by us from time to time;         Container         means the provision of Containers under Schedule 6 (Container Options) or any of its Parts;         Container Start         means the date we agree to start providing you with Royal Mail Containers or such other date as agreed between you and us;         Contract       means the contract between you and us, which is comprised of the documents set out in paragraph 5.1 of the Contract Details;         Contract Vear       means the period of 12 months from your Access Start Date until the anniversary of your Access Start Date and each subsequent period of 12 months from each anniversary of your Access Start Date;         Credit Account       means the credit account operated in line with clause 11 of the General Access Terms and Conditions;         Customer       means a discrete posting unit or third party that you wish to be recognised for the purpose of handing over Mailing Item sas UCID Postings in line with this Contract;         Customer       means each of the following customer categories:         a)       Direct Customers;         b)       Carriers; and       c)       Intermediaries;		and security processes in respect of Mailing Items) which is disclosed by one of us
The disclosure may be in writing, orally or by any other means, directly or indirectly;Consistent Excess Eventhas the meaning given to it in paragraph 3.7(a)(i) of Part 4 of Schedule 6 (Container Options);Containermeans a bag, Tray, York or any other container type approved by us from time to time;Containermeans the provision of Containers under Schedule 6 (Container Options) or any of its Parts;Container Start Datemeans the date we agree to start providing you with Royal Mail Containers or such other date as agreed between you and us;Contractmeans this contract between you and us, which is comprised of the documents set out in paragraph 5.1 of the Contract Details;Contract Detailsmeans the period of 12 months from your Access Start Date until the anniversary of your Access Start Date and each subsequent period of 12 months from each anniversary of your Access Start Date;Credit Accountmeans the credit account operated in line with clause 11 of the General Access Terms and Conditions;Customer Access Indicatormeans a discrete posting unit or third party that you wish to be recognised for the purpose of handing over Mailing Item sa UCID Postings in line with this Contract;Customer Segmentmeans each of the following customer categories: a) Direct Customers; b) Carriers; and c) Intermediaries;		a) before or after the date of this Contract; and
Consistent Excess Eventhas the meaning given to it in paragraph 3.7(a)(i) of Part 4 of Schedule 6 (Container Options);Container Excess Eventmeans a bag, Tray, York or any other container type approved by us from time to time;Container Optionmeans the provision of Containers under Schedule 6 (Container Options) or any of its Parts;Container Start Datemeans the date we agree to start providing you with Royal Mail Containers or such other date as agreed between you and us;Contract Outractmeans the contract between you and us, which is comprised of the documents set out in paragraph 5.1 of the Contract Details;Contract Vear Touract Vearmeans the period of 12 months from your Access Start Date until the anniversary of your Access Start Date and each subsequent period of 12 months from each anniversary of your Access Start Date;Credit Account Customer Access Indicatormeans the credit account operated in line with clause 11 of the General Access Terms and Conditions;Customer Entity Segmentmeans a discrete posting unit or third party that you wish to be recognised for the purpose of handing over Mailing Items as UCID Postings in line with this Contract; Customer Segmentmeans a discrete posting unit or third party that you wish to be recognised for the purpose of handing over Mailing Items as UCID Postings in line with this Contract; b) Carriers; and c)Intermediaries;		b) relating to the subject matter of this Contract.
Excess EventOptions);Containermeans a bag, Tray, York or any other container type approved by us from time to time;Container Optionmeans the provision of Containers under Schedule 6 (Container Options) or any of its Parts;Container Startmeans the date we agree to start providing you with Royal Mail Containers or such other date as agreed between you and us;Contractmeans this contract between you and us, which is comprised of the documents set out in paragraph 5.1 of the Contract Details;Contract Detailsmeans the part of this Contract entitled "Contract Details" signed by you and us;Contract Yearmeans the period of 12 months from your Access Start Date until the anniversary of your Access Start Date and each subsequent period of 12 months from each anniversary of your Access Start Date;Customer Access Indicatormeans the credit account operated in line with clause 11 of the General Access Terms and Conditions;Customer Entitymeans a discrete posting unit or third party that you wish to be recognised for the purpose of handing over Mailing Items as UCID Postings in line with this Contract; B) Carriers; and c)Customer Segmentmeans each of the following customer categories: a) Direct Customers; b) Carriers; and c)		The disclosure may be in writing, orally or by any other means, directly or indirectly;
time;Container Optionmeans the provision of Containers under Schedule 6 (Container Options) or any of its Parts;Container DateStartmeans the date we agree to start providing you with Royal Mail Containers or such other date as agreed between you and us;Contractmeans this contract between you and us, which is comprised of the documents set out in paragraph 5.1 of the Contract Details;Contract Detailsmeans the part of this Contract entitled "Contract Details" signed by you and us;Contract Yearmeans the period of 12 months from your Access Start Date until the anniversary of your Access Start Date and each subsequent period of 12 months from each anniversary of your Access Start Date;Credit Accountmeans the credit account operated in line with clause 11 of the General Access Terms and Conditions;Customer Access Indicatormeans a discrete posting unit or third party that you wish to be recognised for the purpose of handing over Mailing Items as UCID Postings in line with this Contract;Customer Segmentmeans each of the following customer categories: a) Direct Customers; b) Carriers; and c)Intermediaries;		
Option       its Parts;         Container Start Date       means the date we agree to start providing you with Royal Mail Containers or such other date as agreed between you and us;         Contract       means this contract between you and us, which is comprised of the documents set out in paragraph 5.1 of the Contract Details;         Contract Details       means the part of this Contract entitled "Contract Details" signed by you and us;         Contract Year       means the period of 12 months from your Access Start Date until the anniversary of your Access Start Date and each subsequent period of 12 months from each anniversary of your Access Start Date;         Credit Account       means the credit account operated in line with clause 11 of the General Access Terms and Conditions;         Customer Access Indicator       means a discrete posting unit or third party that you wish to be recognised for the purpose of handing over Mailing Items as UCID Postings in line with this Contract;         Customer Segment       means each of the following customer categories: a) Direct Customers; b) Carriers; and c) Intermediaries;	Container	
Dateother date as agreed between you and us;Contractmeans this contract between you and us, which is comprised of the documents set out in paragraph 5.1 of the Contract Details;Contract Detailsmeans the part of this Contract entitled "Contract Details" signed by you and us;Contract Yearmeans the period of 12 months from your Access Start Date until the anniversary of your Access Start Date and each subsequent period of 12 months from each anniversary of your Access Start Date;Credit Accountmeans the credit account operated in line with clause 11 of the General Access Terms and Conditions;Customermeans your marks, impressions or other devices that may, subject to our prior approval, be shown on each Mailing Item which is to be conveyed and delivered under this Contract and that may be changed by agreement between you and us (acting reasonably);Customermeans a discrete posting unit or third party that you wish to be recognised for the purpose of handing over Mailing Items as UCID Postings in line with this Contract;Customera)Direct Customers; b)b)Carriers; and c)Intermediaries;		
out in paragraph 5.1 of the Contract Details;Contract Detailsmeans the part of this Contract entitled "Contract Details" signed by you and us;Contract Yearmeans the period of 12 months from your Access Start Date until the anniversary of your Access Start Date and each subsequent period of 12 months from each anniversary of your Access Start Date;Credit Accountmeans the credit account operated in line with clause 11 of the General Access Terms and Conditions;Customer Access Indicatormeans your marks, impressions or other devices that may, subject to our prior approval, be shown on each Mailing Item which is to be conveyed and delivered under this Contract and that may be changed by agreement between you and us 		
Contract Yearmeans the period of 12 months from your Access Start Date until the anniversary of your Access Start Date and each subsequent period of 12 months from each anniversary of your Access Start Date;Credit Accountmeans the credit account operated in line with clause 11 of the General Access Terms and Conditions;Customer Access Indicatormeans your marks, impressions or other devices that may, subject to our prior approval, be shown on each Mailing Item which is to be conveyed and delivered under this Contract and that may be changed by agreement between you and us (acting reasonably);Customer Entitymeans a discrete posting unit or third party that you wish to be recognised for the purpose of handing over Mailing Items as UCID Postings in line with this Contract;Customer Segmentmeans each of the following customer categories: a)Direct Customers; b)Direct Customers; c)Direct full c)Intermediaries;	Contract	
your Access Start Date and each subsequent period of 12 months from each anniversary of your Access Start Date;Credit Accountmeans the credit account operated in line with clause 11 of the General Access Terms and Conditions;Customer Access Indicatormeans your marks, impressions or other devices that may, subject to our prior approval, be shown on each Mailing Item which is to be conveyed and delivered under this Contract and that may be changed by agreement between you and us (acting reasonably);Customer Entitymeans a discrete posting unit or third party that you wish to be recognised for the purpose of handing over Mailing Items as UCID Postings in line with this Contract;Customer Segmentmeans each of the following customer categories: a)Direct Customers; b)Direct Customers; c)intermediaries;	Contract Details	means the part of this Contract entitled "Contract Details" signed by you and us;
Customer Access Indicatormeans your marks, impressions or other devices that may, subject to our prior approval, be shown on each Mailing Item which is to be conveyed and delivered under this Contract and that may be changed by agreement between you and us (acting reasonably);Customer Entitymeans a discrete posting unit or third party that you wish to be recognised for the purpose of handing over Mailing Items as UCID Postings in line with this Contract;Customer Segmentmeans each of the following customer categories: a)Direct Customers; b)Direct Customers; c)b)Carriers; and c)	Contract Year	your Access Start Date and each subsequent period of 12 months from each
Access Indicatorapproval, be shown on each Mailing Item which is to be conveyed and delivered under this Contract and that may be changed by agreement between you and us (acting reasonably);Customer Entitymeans a discrete posting unit or third party that you wish to be recognised for the purpose of handing over Mailing Items as UCID Postings in line with this Contract;Customer Segmentmeans each of the following customer categories: a)Direct Customers; b)Direct Customers; c)b)Carriers; and c)c)Intermediaries;	Credit Account	
under this Contract and that may be changed by agreement between you and us (acting reasonably);Customer Entitymeans a discrete posting unit or third party that you wish to be recognised for the purpose of handing over Mailing Items as UCID Postings in line with this Contract;Customer Segmentmeans each of the following customer categories: a)Direct Customers; b)Direct Customers; c)b)Carriers; and c)c)Intermediaries;	Customer	
Customer       means each of the following customer categories:         Segment       a)       Direct Customers;         b)       Carriers; and         c)       Intermediaries;	Access Indicator	under this Contract and that may be changed by agreement between you and us
Segment     a)     Direct Customers;       b)     Carriers; and       c)     Intermediaries;	Customer Entity	
<ul> <li>a) Direct Customers;</li> <li>b) Carriers; and</li> <li>c) Intermediaries;</li> </ul>		means each of the following customer categories:
c) Intermediaries;	Segment	a) Direct Customers;
		b) Carriers; and
<b>Customer Yorks</b> has the meaning given to it in paragraph 1.1 of Part 2 of Schedule 6 (Container		c) Intermediaries;
	Customer Yorks	has the meaning given to it in paragraph 1.1 of Part 2 of Schedule 6 (Container

	Options);	
D+3 Service	has the meaning given to it in paragraph 3.2 of Part 5 of Schedule 4 (Standard	
Standard	<u>Services);</u>	
D+3 Service	means either:	
Standard		
<b>Performance</b>	a) the Standard Actual Performance; or	
	b) the Standard Adjusted Performance, if the Standard Actual Performance was	
	adjusted in accordance with paragraph 3.6 of Part 5 of Schedule 4 (Standard	
	<u>Services);</u>	
Daily Posting	means the total amount of Mailing Items handed over by you on any single	
Lany i coung	Working Day to us to deliver under this Contract;	
Data Opt Out	means:	
	a) (a) your right (where you are the posting customer); or	
	b) (b) the Originating Customer's or Customer Entity's right (as applicable),	
	to opt out of JICMAIL's data sharing initiative as referred to in paragraph 5.2(b) or 5.2(c) of Part 1 of Schedule 4 (Standard Services);	
Data Opt Out Notification	has the meaning given to it in paragraph 5.2(b) of Part 1 of Schedule 4 (Standard Services);	
December and New Year Period	means the period starting on the first Working Day of December in any year and ending:	
	a) (in England, Wales and Northern Ireland) at the start of the first Working Day after the immediately following New Year public holiday; or	
	b) (in Scotland) at the start of the first Working Day after the immediately following Scottish New Year public holiday;	
Delivery Address	means the address to which a Mailing Item is to be delivered and which must consist of an addressee and a geographic address;	
Delivery Points	means a postal address (business or residential) to which we deliver Mailing Items;	
Destination	means the Inward Mail Centre to which we will transport Mailing Items for the	
Inward Mail	Destination Postcodes Areas on your behalf if you are participating in the relevant	
Centre	Trunking Scheme, as specified in the Trunking Scheme Particulars;	
Destination	means the Postcode Areas for each Trunking Scheme specified in the Trunking	
Postcode Areas	Scheme Particulars;	
Digital Stamp Design	means the specification for the design, approval, print and production of the Digital Stamp Indicator as set out in Appendix F of the User Guide;	
0-88230769-12\334470-572		

|

I

I

l

Specification	
Digital Stamp Indicator	has the meaning given to it in paragraph 1.1 of Part 5 of Schedule 5 (Operational Presentation Facilities);
Direct Customer	means an Originating Customer, who has an Access Contract with us;
Discount	means the reduction on the charges payable on a Mailing Item eligible for the selected Access Service, as published on our Website and as amended from time to time in line with the terms of this Contract for the amendment of Access Charges;
Disruptive Events	means any cause beyond our reasonable control (including industrial disputes);
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;
Dual Slot Mail Centre	means an Inward Mail Centre at which Dual Access Slots have been agreed between you and us, as set out in the ABV Implementation Timeline (or as subsequently agreed between us);
Dynamic National Spread Benchmark	means a dynamic version of our National Spread Benchmark which we use to provide you with regular updates on your performance against the Profile Commitment in accordance with paragraph 8 'Reviews' of Schedule 3 – Price Plans OPTION A (National Price Plan One (SSCs)). It is calculated using the same methodology as the National Spread Benchmark, apart from the measurement period, which shall be a rolling 12 month period ending on the last day of the immediately preceding Quarter rather than the Financial Year and it will be provided by us to affected customers within a reasonable time period after the end of each Quarter;
Dynamic Royal Mail Zonal Posting Profile	means a dynamic version of our Royal Mail Zonal Posting Profile which we use to provide you with regular updates on your performance against the Profile Commitment in accordance with paragraph 5 'Reviews' of Schedule 3 – Price Plans OPTION B (Averaged Price Plan Two (Zones)) and paragraph 4 'Reviews' of Schedule 3 – Price Plans OPTION D (Regional Price Plan (Zones)). It is calculated using the same methodology as the Royal Mail Zonal Posting Profile, apart from the measurement period, which shall be a rolling 12 month period ending on the last day of the immediately preceding Quarter rather than the Financial Year and it will be provided by us to affected customers within a reasonable time period after the end of each Quarter;
Dynamic Urban Density Benchmark	means a dynamic version of our Urban Density Benchmark which we use to provide you with regular updates on your performance against the Profile Commitment in accordance paragraph 8 'Reviews' of Schedule 3 – Price Plans OPTION A (National Price Plan One (SSCs)). It is calculated using the same methodology as the Urban Density Benchmark, apart from the measurement period, which shall be a rolling 12 month period ending on the last day of the immediately preceding Quarter rather than the Financial Year and it will be provided by us to affected customers within a

	reasonable time period after the end of each Quarter;
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 User Guide;
Earlier Access Window	means the time period applicable to each Earlier Access Mail Centre as detailed or our Website
Early Access Slot	has the meaning set out in the User Guide;
eManifest	means an electronic file created via the eManifest Handling System (eMHS) for each Supply Chain per Working Day. A Batch or Batches are submitted to the eManifest, and once confirmed the eManifest contains a record of your Mailmark Mailing Items which is used to provide eManifest and Batch level reporting;
eManifest Billing	has the meaning given to it in paragraph 1.1 of Part 4 of Schedule 8 (Mailmark® Options);
eManifest Billing Specification	means the process and requirements set out in the User Guide for eManifest Billing
eManifest Billing Start Date	means the date from which you may start to use eManifest Billing as notified by us to you in writing;
eManifest Handling System (eMHS)	means the web based interface which enables the creation of the eManifest and is used for all actions relating to the eManifest (such as submitting Batches);
Estimate Performance	has the meaning set out in paragraph 2.4(d) of Schedule 2 ( <u>Priority</u> Service Standard and General Service Obligations);
Exceptions Process	the Procedures for Handling non-Compliant Postings set out in Section 10 of the User Guide;
Excess Containers	means Containers in excess of the number of Containers that we agreed to provide to you under this Contract, and Excess Trays, Excess Yorks and Excess Leased Yorks shall be construed accordingly;
Excess Lease Charge	has the meaning given to it in paragraph 3.7(b) of Part 4 of Schedule 6 (Contained Options);
Excess Trigger Event	has the meaning given to it in paragraph 3.7(a) of Part 4 of Schedule 6 (Contained Options);
Failed SSC	has the meaning given to it in paragraph 4.2 of National Pricing Plan One (SSCs);

10-88230769-12\334470-572

|

I

Fees Uplift	has the meaning given to it in paragraph 7.3(a) of Part 4 of Schedule 4 (Standard Services);
Financial	means our financial quarter periods (as published on our Website on a periodic
Quarter Periods	basis) and each one them shall be referred to as a "Financial Quarter Period";
	basis) and each one them shall be relened to as a <b>"I mancial quarter I enou</b> ,
Financial Year	means 1 April to 31 March;
Forecast	means what you tell us about your planned future Postings under the User Guide;
Format	means the format of a Mailing Item, i.e. whether it is a Letter or a Large Letter;
General Access	means the part of this Contract entitled "General Access Terms and Conditions";
Terms and Conditions	
General Large Letters	means Mailing Items that are treated as General Large Letters in accordance with the requirements set out in Figure 1 of the User Guide;
Handover Day	has the meaning set out in the User Guide;
Handover	means the Inward Mail Centre where you shall deposit Mailing Items which
Inward Mail Centre	correspond to the Destination Postcode Areas if you are participating in the relevant Trunking Scheme, as specified in the Trunking Scheme Particulars;
Holding Company	has the meaning set out in Section 1159 of the Companies Act 2006;
Implied	means using the Implied Zonal Average Unit Prices, calculation of the invoiced
Customer	amount that you would have paid if your Actual Posting Profile had been posted on
Invoiced Amount	the Zonal Price Plan;
Implied Zonal Average Unit Price	means your average unit price of your Postings on Averaged Price Plan Two (Zones) multiplied by the Weighted Average Price Variance Percentage for each Zone, as referenced in Annex A;
Incorrect Sort	has the meaning given to it in paragraph 2.4 of Part 6 of Schedule 5 (Operational Presentation Facilities);
Independent	means Nielsen Media Research Limited (company no. 01765758) with registered
Marketing	offices at Venture House, 2 Arlington Square, Downshire Way, Bracknell, Berkshire,
Specialists	RG12 1WA, and such additional and/or replacement independent advertising market analysts as appointed by JICMAIL from time to time;
Indicium	means the marks placed on a Mailing Item in line with the User Guide comprising the Royal Mail Access Indicator <u>, the Class Identifier</u> and if required by you the Customer Access Indicator;
Individual Base	means all Mailing Items handed over by you to us pursuant to this Contract during a
10-88230769-12\334	<u>410-512</u>

|

|

Volume	Service Standard Period (including any Agency Postings but excluding any I Economy Mailing Items <u>and any Standard Mailing Items</u> );	Mailmark
Industry Input Data	means, in respect of each Advertising Mail Posting and/or Partially Address Posting (as applicable) for which the Data Opt Out has not been exercised:	sed Mail
	a) the identity of the advertiser and the brand for that Posting;	
	<li>b) the volumes for that Posting disaggregated to SSC level (but no and/or</li>	o lower);
	c) the Mail Reference for that Posting;	
Insolvency Event	means any of the following events (or any event analogous to any of the foll a jurisdiction other than England and Wales):	owing in
	a) an administrator or a receiver (including any administrative rec manager) is appointed over the whole or any part of a Party's asset	
	b) in your case:	
	<ul> <li>i. you have an order made or a resolution passed for the windin your company or business or the appointment of a provisional li (except in the case of a bona fide scheme of solvent amalgan reconstruction);</li> </ul>	iquidator
	ii. you have an application for an administration order presented in of you or documents are filed with court for the appointmen administrator or notice of intention to appoint an administrator h given by you, one of your directors or members or by a qualifying chargeholder in respect of you (as defined in paragraph 14 Sche Insolvency Act 1986);	nt of an nas been g floating
	iii. circumstances arise which entitle a court or a creditor to a receiver or manager or entitle the court to appoint an adminis make a winding-up order;	
	iv. if you have made any composition with your creditors generally;	
	<ul> <li>v. a creditor or encumbrancer of yours attacks or takes possession whole or any part of your assets;</li> </ul>	on of the
	vi. a distress, execution, sequestration, or other such process is l enforced on or sued against the whole or any part of your asse (in our reasonable opinion) puts your ability to fulfil your obligation at risk, and where such attachment or process is not discharge 10 Working Days; or	ts which ons to us
	c) if the other party:	
	i. suspends, or threatens to suspend, payment of its debts	
	ii. is unable to pay its debts as they fall due	
	iii. admits inability to pay its debts or	
	iv. is deemed unable to pay its debts within the meaning of Sectio	n 123 of

	the Insolvency Act 1986; or
	v. suspends or ceases to carry on all or a substantial part of its business;
Intellectual Property Rights	means patents, rights to inventions, copyright and related rights, trade marks business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
Intermediaries	means an intermediary entity, who has an Access Contract with us, and who produces or manages Mailing Items on behalf of a Customer Entity or an Originating Customer, and hands those Mailing Items over to a Carrier for subsequent handover to us;
Inward Mail Centre	means one of our inward mail centres as detailed on our Website;
JICMAIL	means JICMAIL LIMITED with company number 04123433 and whose registered address is 70 Margaret Street London W1W 8SS, or such replacement company from time to time;
JICMAIL Levy	means the voluntary levy on Advertising Mail and/or Partially Addressed Mail (as applicable) payable to JICMAIL;
JICMAIL Levy	means:
Сар	<ul> <li>a) (a) in the 2021 calendar year, a cap of £5,000 per each Originating Customer and Customer Entity; and</li> <li>b) (b) in any subsequent year, the amount published on our Website (and, for the avoidance of doubt, if no cap is published on our Website then no cap shall apply);</li> </ul>
Large Letter	means a Mailing Item the dimensions of which meet the specifications for a large letter as set out in the User Guide;
Leased York	means a Royal Mail York that we lease to you from time to time in accordance with the terms of Part 4 of Schedule 6 (Container Options), including any Excess Leased Yorks;
Letter	means a Mailing Item the dimensions of which meet the specifications for a letter as set out in the User Guide;
Letter of Responsibilities	means the letter agreed between us giving details of any sub-contracting arrangements agreed to by us under which you have sub-contracted to a third party the performance of any of your obligations under your Contract, as amended by

Magazine Subscription	agreement between us from time to time; means Large Letters which are declared by you as Magazine Subscription Mail and
	means Large Letters which are declared by you as Magazine Subscription Mail and
Mail	which meet the criteria for Magazine Subscription Mail set out in this Contract including the User Guide;
Magazine Subscription Mail Posting	means a UCID Mailing containing only Large Letters of the same Title;
Mailing Item	means a Letter or Large Letter;
Mailmark Adjustment	means 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;
Mailmark Barcode	means a barcode which is either a Royal Mail 2D data matrix barcode or a Royal Mail 4-state barcode which contains encoded data and offers eManifest and Batch level reporting;
Mailmark Economy Access Customer Base	means, in respect of each Service Standard Period, either:         a)       (a)-your Mailmark Economy Individual Base Volume, where you do not hand over any Agency Postings on behalf of your Relevant Principals; or
Volume	<ul> <li>(b)-the remainder of your Mailmark Economy Individual Base Volume after we have subtracted from your Mailmark Economy Individual Base Volume all Mailmark Economy Agency Base Volumes,</li> <li>as appropriate;</li> </ul>
Mailmark Economy Actual Performance	has the meaning set out in paragraph 3.4(e) of Part 2 of Schedule 8 (Mailmark® Options);
Mailmark Economy Adjusted Performance	has the meaning set out in paragraph 3.6 of Part 2 of Schedule 8 (Mailmark® Options);
Mailmark Economy Adjusted Mailing Volume	has the meaning set out in paragraph 2.4 of Appendix 1 of Schedule 8 (Mailmark® Options);
Mailmark Economy Agency Adjusted Mailing Volume	has the meaning set out in paragraph 2.5 of Appendix 1 of Schedule 8 (Mailmark® Options);
Mailmark	means, in respect of each of your Relevant Principals, the aggregate volume of

Agency Base Volume	Relevant Principal that you hand over to us under Part 2 of Schedule 8 (Mailmark® Options) during a Service Standard Period;
Mailmark Economy Aggregate Base Volume	has the meaning set out in paragraph 3.4(a) of Part 2 of Schedule 8 (Mailmark® Options);
Mailmark Economy Aggregate Eligible Mailing Items	has the meaning set out in paragraph 3.4(c) of Part 2 of Schedule 8 (Mailmark® Options);
Mailmark Economy Aggregate Excluded Mailing Items	has the meaning set out in paragraph 3.4(b) of Part 2 of Schedule 8 (Mailmark® Options);
Mailmark Economy Estimate Performance	has the meaning set out in paragraph 3.4(d) of Part 2 of Schedule 8 (Mailmark® Options);
Mailmark Economy Individual Base Volume	means all Mailmark Economy Mailing Items handed over by you to us pursuant to this Contract during a Service Standard Period (including any Mailmark Economy Mailing Items that form part of the Agency Postings);
Mailmark Economy Mailing Items	means Letters which are declared by you as Mailmark Economy Mailing Items and which meet the criteria for the Mailmark Economy Mail Service set out in this Contract including the User Guide;
Mailmark Economy Performance Rebate Amount	has the meaning given to it in paragraph 3.8 of Part 2 of Schedule 8 (Mailmark® Options);
Mailmark Economy Posting	means a UCID Posting containing Mailmark Economy Mailing Items;
Mailmark Economy Service Standard	has the meaning given to it in paragraph 3.2 of Part 2 of Schedule 8 (Mailmark® Options);
Mailmark Economy	means either:

Service	a) (c) the Mailmark Economy Actual Performance; or
Standard	
Performance	b) (d) the Mailmark Economy Adjusted Performance, if the Mailmark Economy
ļ	Actual Performance was adjusted in accordance with paragraph 3.6 of Part 2
ļ	of Schedule 8 (Mailmark® Options);
Mailmark IP	means intellectual property rights in the Reports (and the information in them) and
	the brands Royal Mail Mailmark® and Mailmark™;
ļ	···· ··· · · · · · · · · · · · · · · ·
Mailmark	means a Batch or multiple Batches of Mailmark Mailing Items declared on the
Mailing(s)	eManifest;
Mailmark Mailing	means Mailing Items which are declared by you as Mailmark Mailing Items and
Items	which meet the criteria for the Royal Mail Mailmark® Service set out in this Contract
	including the User Guide;
Mailmark option	means an option for making Letter and Large Letter format Mailing Items
	machine-readable, involving the addition of a Mailmark barcode on each Mailing
	Item to make that item uniquely identifiable. The Mailmark option provides eManifest
	and Batch level reporting;
	and Batomeverreporting,
Mail Originator	means the Participant in the Supply Chain on whose behalf the Mailmark barcode
-	Mailing Items are being produced and delivered;
Mail Producer	means the Participant in the Supply Chain that is responsible for producing
	(including printing and enclosing) the Mailmark barcode Mailing Items;
Mail Deference	$r_{1}$
Mail Reference	means a unique reference code of no more than twenty (20) characters which identifies a Customer Entity's or Originating Customer's specific Partially Addressed
	Mail or Advertising Mail Posting such that each Partially Addressed or Advertising
	Mail Posting will have a unique and distinct Mail Reference associated with it;
Manifest	means a declaration by you giving details of a Posting, in line with the User Guide;
Maintenance	has the meaning given to it in paragraph 3.4 of Part 2 of Schedule 5 (Container
Charge Review	Options);
Manual Marthura 1	
Manual Mailmark	means General Large Letters which are declared by you as Manual Mailmark Mail
Mailing Items	and which meet the criteria for Manual Mailmark Mail set out in this Contract
	including the User Guide;
Manual Mailmark	means Manual Mailmark Mailing Items containing only General Large Letters;
Mail Posting	
5	
Misrouted	means any Container which is handed over by you to an Inward Mail Centre bearing
Container	a Standard Selection Code which is not served by that particular Inward Mail Centre
	to which it is handed;
<b>M</b> '	
Missorted	means any <u>Standard</u> Mailing Item which is handed over by you to an Inward Mail
MailingStandard	Centre bearing a Postcode which is not served by that particular Inward Mail Centre-

Item	t <del>o which it is handod</del> ;
Misrouted- Mailmark- Economy- ContainerMissor ted Mailing Item	means any <u>Container of Mailmark Economy</u> Mailing <u>ItemsItem</u> which is handed over by you to an Inward Mail Centre bearing a <u>Standard Selection CodePostcode</u> which is not served by that particular Inward Mail Centre to which it is handed;
Missorted Mailmark Economy Item	means any Mailmark Economy Mailing Item which is handed over by you to an Inward Mail Centre bearing a Postcode which is not served by that particular Inward Mail Centre;
Mixed SCID Container(s)	means a Container containing Mailmark Mailing Items that are from different SCIDs but are all of the same Format, Price Plan and Access Service;
Mixed Weight	has the meaning given in the User Guide;
Mixed Weight Mailing Items	means a Container of Mailing Items of different weight bands but all of the same Format which is labelled and declared by you as mixed weight mail, and which meets the criteria for such mail set out in this Contract and Part 1 of Schedule 5 (Operational Presentation Facilities);
Mixed Weight Specification	means the process and requirements set out in the User Guide, as amended from time to time in accordance with clause 13 of the General Access Terms and Conditions;
Mixed Weight Start Date	means the date from when you can use the Mixed Weight Operational Presentation Facility;
Mixing SCIDs	has the meaning given to it in paragraph 1 of Part 4 of Schedule 5 (Operational Presentation Facilities);
Mixing SCID Specification	means the process and requirements set out in the User Guide, as amended from time to time in accordance with clause 13 of the General Access Terms and Conditions;
Mixing SCID Start Date	means the date from when you can use the Mixed SCID Operational Presentation Facility;
Multiple Access Slots	means the Dual Access Slots and the Tri-Access Slots;
Multiple Slot Mail Centres	means the Dual Slot Mail Centres and the Tri-Slot Mail Centres;
National Price Plan One (SSCs)	means the price plan set out in Option A of Schedule 3 (Price Plans);
National Profile	means the two national profile areas of the United Kingdom which are (a) England
0-88230769-12\334470-572	

Areas	and Wales and (b) Scotland and Northern Ireland;
National Spread Adjustment	means the Adjustments for failure to meet the National Spread Benchmark calculated as set out in paragraph 5 of National Price Plan One (SSCs) in Schedule 3 (Price Plans);
National Spread Adjustment Rate	means your average unit price for Mailing Items sent under National Price Plan One (SSCs) of Schedule 3 as calculated using your Mailing Items invoiced by us in the Contract Year;
National Spread Benchmark	means our geographic profile as measured by the combined volumes of Retail bulk Mailing Items and Access Mailing Items for each SSC in the applicable Financial Year expressed as a percentage of total volumes for Retail bulk Mailing Items and Access Mailing Items for all SSCs in the Financial Year, as published by us within a reasonable time period after the end of each Financial Year;
New Service Proposal	has the meaning set out in clause 13.8(b) of the General Access Terms and Conditions;
Operational Contact	<ul> <li>means:</li> <li>a) in your case, the person identified at clause 4.1 of the Contract Details;</li> <li>b) in our case, the person who is appointed as our operational contact in relation to the Contract, whose details are as published on the Website and as may be amended from time to time;</li> </ul>
Operational Presentation Facility	means any of the services provided under Schedule 5 (Operational Presentation Facilities);
Operator	means a customer permitted by us to hand over Mailing Items on behalf of Originating Customers;
Opt Out Period	has the meaning given to it in paragraph 5.2(c) of Part 1 of Schedule 4 (Standard Services);
Originating Customer	means an end posting customer (including an Agency Customer) for whom a Carrier hands over Mailing Items to us;
Partially Addressed Mail	means Mailing Items which are declared by you as partially addressed mail, and which meet the criteria for Partially Addressed Mail set out in this Contract including Part 1 of Schedule 4 (Standard Services) and the User Guide;
Partially Addressed Mail Posting	means a UCID Posting containing only Partially Addressed Mail;
Participant	means for a Mailmark Mailing, the Participant is each of the Bill Payer, Carrier, Mail Originator, and Mail Producer that together make up a Supply Chain;

Parties	means you and us, and the word <b>Party</b> will be interpreted accordingly;
r ai lies	means you and us, and the word <b>Farty</b> will be interpreted accordingly,
Performance Rebate Amount	means the <u>StandardPriority</u> Peformance Rebate Amount, <u>the Standard Performance</u> <u>Rebate Amount</u> and / or any Mailmark Economy Performance Rebate Amount (as applicable) and the words <b>Performance Rebate Amounts</b> will be construed accordingly;
Permitted Variance	means a variance we permit from a measurement used in the measurement of your profile and compliance with National Price Plan One (SSCs) or Averaged Price Plan Two (Zones) expressed either as a percentage of that measurement or as a whole number by which variance up or down from that measurement will be permitted, as published on our Website and as amended from time to time in accordance with clause 13.2(d) of the General Access Terms and Conditions;
Postage	means the amount payable by you to us for Mailing Items handed over in a Daily Posting;
Postal Operator	means a postal operator, as defined in the Act;
Postcode	means an alphanumeric code owned and developed by us, and allocated by us, to identify a Delivery Point or group of Delivery Points;
Postcode Area	means the first (either one or two) letter(s) of a Postcode, which is used to identify a geographical area for Mailing Items to be delivered;
Postcode Sector	means the first three, four or five alphanumeric digits of a Postcode up to and including the first alphanumeric digit of the inward Postcode, which is used to identify a geographical area for Mailing Items to be delivered;
Posting	means the total amount of Mailing Items each day which you hand over to an individual Inward Mail Centre for us to convey and deliver;
Posting Docket	means the certificate containing details of Postings (which we need to calculate the Postage), described in the User Guide;
Posting Entity	means a posting site or consolidation machine used to prepare Mailing Items for hand over to us as a UCID Posting under the terms of this Contract;
Presentation Specifications	means the requirements set out in the User Guide as to how a Posting must be sorted, segregated, presented and handed over to us including meeting the relevant Access Service Specifications;
Price	has the meaning given to it in your Transitional Arrangement (if you are a Transitional Customer);
Price Plan	means a Price Plan which is made available by us as set out in Schedule 3 (Price Plans);
Pricing Structure	means those elements of the Price Plans used to establish the price and the measurement of your profile and compliance including SSCs, Postcode Sectors and

	Zones;
Priority Performance Rebate Amount	has the meaning given to it in paragraph 2.8 of Schedule 2 (Service Standard and General Service Obligations);
Priority Service Standard	has the meaning set out in paragraph 2.2 of Schedule 2 (Priority Service Standard and General Service Obligations);
Priority Service Standard Performance	means either:         a)       the Actual Performance; or         b)       the Adjusted Performance, if the Actual Performance was adjusted in accordance with paragraph 2.6 of Schedule 2 (Priority Service Standard and General Service Obligations);
Profile Adjustment	means an Adjustment that we may levy if you fail to meet (a) in the case of National Price Plan One (SSCs) or Averaged Price Plan Two (Zones), the Profile Commitment of that Price Plan or (b) in the case of the Regional Price Plan, the relevant Royal Mail Zonal Posting Profile for your chosen Region or Regions;
Profile Commitment	means in National Price Plan One (SSCs), your commitment to meet the Benchmarks and in Averaged Price Plan Two (Zones), your commitment to meet the Royal Mail Zonal Posting Profile;
Prohibited Item	has the meaning set out in the User Guide;
Qualifying Criteria	means the eligibility criteria for eManifest Billing as set out in paragraph 2.1 of Part 4 of Schedule 8 (Mailmark® Options);
Quarter	means each three-month period starting on the first day of April, July, October, and January in each Financial Year;
Quarterly Cap	has the meaning set out in paragraph 3.2 of Schedule 2 ( <u>Priority</u> Service Standard and General Service Obligations);
Ratio Threshold	means the level at which the SSC Ratio is accepted by us to be meeting the National Spread Benchmark, as published on our Website;
Region	means one of: (a) England and Wales; (b) Scotland; or (c) Northern Ireland;
Regional Price Plan (Zones)	means the price plan set out in Option D of Schedule 3 (Price Plans);
Regional Zonal Calculator	means the calculator described in Annex A to the Regional Price Plan (Zones) for your use in the calculation of Profile Adjustments under that Price Plan and which is available on our Website;
Regulator	means Ofcom, or any successor body that is appointed to fulfil its functions;

Ι

l

<sup>&</sup>lt;u>10-88230769-12\334470-572</u>

Rural Zone Variance	means your average national price as calculated using the Letters variance percentage to the Rural Zone of the Zonal Price Plan, detailed in the price tables on
Percentage	the Website;
Sample/Seed	has the meaning given to it in paragraph 4 of Part 1 (Royal Mail Advertising Mail® and Royal Mail Partially Addressed Mail®) of Schedule 4 (Standard Services);
Sanctions Laws	means all laws, export controls, regulations and orders imposing sanctions (including trade restrictions and economic sanctions) on countries, individuals or entities;
Security Checks	means the checks that we may be required by law, or the laws or regulations of other jurisdictions, or as part of our security operations to carry out and which may include X-ray screening, decompression or, in exceptional circumstances, the opening of a Mailing Item;
Segregation by Format	has the meaning given to it in the User Guide;
Service	means a service that we agree to provide to you under this Contract, as varied from time to time in accordance with clause 13 of the General Access Terms and Conditions;
Service	has <u>means</u> the meaning set out in paragraph 2.2 of Schedule 2 (Mailmark Economy
Standard	<u>Service Standard, the Priority</u> Service Standard and <u>Generalthe D+3</u> Service <u>Obligations)Standard (as the case may be)</u> ;
Service-	means either:
Standard	
Performance	(a) the Actual Performance; or
	(b) the Adjusted Performance, if the Actual Performance was adjusted in accordance with paragraph 2.6 of Schedule 2 (Service Standard and General Service Obligations);-
Service Standard Period	means each of our Financial Quarter Periods, but excluding from such Financial Quarter Periods (where applicable, in each case):
	a) i–the December and New Year Period; and
	b) iithe Black Friday and Cyber Monday Period;
Sleeved York	means a caged trolley with a sleeve inserted within it which is used to move or transport Mailing Items in line with the User Guide;
Sold York	has the meaning given to it in your Transitional Arrangement (if you are a Transitional Customer);
SSC Permitted Variance	means a Permitted Variance number of SSCs for the England and Wales National Profile and one for the Scotland and Northern Ireland National Profile, as published

I

Number	Plans);
SSC Ratio	has the meaning given in paragraph 4.1 of National Price Plan One (SSCs) in Schedule 3 (Price Plans);
Standard Access Customer Base Volume	means, in respect of each Service Standard Period, either:         a)       your Standard Individual Base Volume, where you do not hand over any Agency Postings on behalf of your Relevant Principals; or         b)       the remainder of your Standard Individual Base Volume after we have subtracted from your Standard Individual Base Volume all Standard Agency Base Volumes,         as appropriate;
Standard Actual Performance	has the meaning set out in paragraph 3.4(e) of Part 5 of Schedule 4 (Standard Services);
Standard Adjusted Performance	has the meaning set out in paragraph 3.6 of Part 5 of Schedule 4 (Standard Services);
Standard Adjusted Mailing Volume	has the meaning set out in paragraph 2.4 of Appendix 1 of Schedule 4 (Standard Services);
Standard Agency Adjusted Mailing Volume	has the meaning set out in paragraph 2.5 of Appendix 1 of Schedule 4 (Standard Services);
StandardAgencyBaseVolume	means, in respect of each of your Relevant Principals, the aggregate volume of Standard Mailing Items that form part of the Agency Postings for that Relevant Principal that you hand over to us under Part 5 of Schedule 4 (Standard Services) during a Service Standard Period;
Standard Aggregate Base Volume	has the meaning set out in paragraph 3.4(a) of Part 5 of Schedule 4 (Standard Services);
Standard Aggregate Eligible Mailing Items	has the meaning set out in paragraph 3.4(c) of Part 5 of Schedule 4 (Standard Services);
Standard Aggregate Excluded Mailing Items	has the meaning set out in paragraph 3.4(b) of Part 5 of Schedule 4 (Standard Services);
Standard	has the meaning set out in paragraph 3.1(b) of Appendix 1 of Schedule 4 (Standard

Applicable	
	<u>Services);</u>
Volume(s)	
Standard Band 1	has the meaning set out in paragraph 4.1(a) of Appendix 1 of Schedule 4 (Standard
Applicable	Services);
Volume(s)	
Standard Band 1	has the meaning set out in paragraph 4.1(b) of Appendix 1 of Schedule 4 (Standard
Compensation(s	Services);
Ł	
Standard Band 2	has the meaning set out in paragraph 4.1(e) of Appendix 1 of Schedule 4 (Standard
Compensation(s	Services);
ł	
Standard Band 2	has the meaning set out in paragraph 4.1(c) of Appendix 1 of Schedule 4 (Standard
Compensation	Services);
Percentage	
Standard Band 2	has the meaning set out in paragraph 4.1(d) of Appendix 1 of Schedule 4 (Standard
Applicable	<u>Services);</u>
<u>Volume(s)</u>	
Standard	bee the meaning set out in percenter 2.1(a) of Appendix 1 of Schedule 4. (Standard
Standard	has the meaning set out in paragraph 3.1(a) of Appendix 1 of Schedule 4 (Standard
Compensation	<u>Services);</u>
Percentage	
Standard	has the meaning set out in paragraph 3.4(d) of Part 5 of Schedule 4 (Standard
Estimate	Services);
Performance	
renormance	
Standard	has the meaning set out in paragraph 3.1 of Part 5 of Schedule 4 (Standard
Handover Date	Services);
Indituover Date	
Standard	means all Standard Mailing Items handed over by you to us pursuant to this Contract
Individual Base	during a Service Standard Period (including any Standard Mailing Items that form
Volume	part of the Agency Postings);
	part of the Agency Footingon.
Standard Mailing	means Letters and Large Letters (excluding General Large Letters) which are
Items	declared by you as Standard Mailing Items and which meet the criteria for the
	Standard Service set out in this Contract including the User Guide;
Standard	has the meaning given to it in paragraph 3.8 of Part 5 of Schedule 4 (Standard
Performance	Services);
Rebate Amount	
	means a LICID Posting containing Standard Mailing Items:
Standard	means a UCID Posting containing Standard Mailing Items;
	means a UCID Posting containing Standard Mailing Items;
Standard Posting	
Standard Posting Standard	means the unique numeric code that identifies the selections as used in the Access
Standard Posting	
Standard Posting Standard	means the unique numeric code that identifies the selections as used in the Access Selection File. Also referred to in this Contract as 'SSC';

or SSC	
Standard	has the meaning given to it in paragraph 2.8 of Schedule 2 (Service Standard and
Performance	General Service Obligations);
Rebate Amount	Ceneral Cervice Obligations),
Repate Amount	
Statement of	means a document on our Website which you may use to request a change to this
Process	Contract;
Subsidiary	has the meaning set out in Section 1159 of the Companies Act 2006;
Supply Chain	means the combination of all of the four Participants (Bill Payer, Carrier, Mail Originator, Mail Producer) that is required for each Mailmark Mailing relating to those specific Participants;
Supply Chain IDs (SCIDs)	means the unique identifier assigned to each Supply Chain;
Title	means a specific Magazine Subscription Mail publication;
Tolerance	has the meaning set out in Section 10 of the User Guide;
Transitional	means, if you are a Transitional Customer, your written agreement with us setting
Arrangement	out the process by which we have agreed for the transitional:
	<ul> <li>a) sale by you (and purchase by us) of certain Customer Yorks previously used to hand over mail to us under the terms of Part 2 of Schedule 6 (Container Options) (as applicable); and</li> <li>b) leasing by us of an equivalent number of Royal Mail Yorks under Part 4 of Schedule 6 (Container Options) to replace those purchased Customer</li> </ul>
Transitional	Yorks; means a customer who has entered into a Transitional Arrangement with us;
Customer	
Transitional	means, if you are a Transitional Customer, those Royal Mail Yorks that are to be
Yorks	leased to you pursuant to Part 4 of Schedule 6 (Container Options) in replacement
	of the Sold Yorks, as identified in your Transitional Arrangement;
Trays	means trays that we own and lend to you in line with the terms of Part 1 of Schedule
	6 (Container Options), including any Excess Trays;
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;
Tri-Slot Mail	means an Inward Mail Centre at which Tri-Access Slots have been agreed between
Centres	you and us (or as subsequently agreed between us);
L	1

the charge for each Trunking Scheme specified in the Trunking Scheme lars, payable for the Trunking Services and calculated in accordance with aph 6 of Part 4 of Schedule 4 (Standard Services); the provision of Trunking Services from one specified Handover Inward Mail to one specified Destination Inward Mail Centre; the particulars of each Trunking Scheme, as set out in the User Guide and rwise notified to you and/or published from time to time on our Website; e meaning given to it in paragraph 3.2 of Part 4 of Schedule 4 (Standard rs); the start date of each Trunking Scheme, as specified in the Trunking
the provision of Trunking Services from one specified Handover Inward Mail to one specified Destination Inward Mail Centre; the particulars of each Trunking Scheme, as set out in the User Guide and rwise notified to you and/or published from time to time on our Website; e meaning given to it in paragraph 3.2 of Part 4 of Schedule 4 (Standard rs);
to one specified Destination Inward Mail Centre; the particulars of each Trunking Scheme, as set out in the User Guide and rwise notified to you and/or published from time to time on our Website; e meaning given to it in paragraph 3.2 of Part 4 of Schedule 4 (Standard rs);
the particulars of each Trunking Scheme, as set out in the User Guide and rwise notified to you and/or published from time to time on our Website; e meaning given to it in paragraph 3.2 of Part 4 of Schedule 4 (Standard rs);
rwise notified to you and/or published from time to time on our Website; e meaning given to it in paragraph 3.2 of Part 4 of Schedule 4 (Standard es);
e meaning given to it in paragraph 3.2 of Part 4 of Schedule 4 (Standard is);
s);
s);
the start date of each Trunking Scheme, as specified in the Trunking
e Particulars;
the services to be provided by us under Part 4 of Schedule 4 (Standard s);
-), 
the document set out in the User Guide, as amended from time to time in
ance with clause 13 of the General Access Terms and Conditions;
the optional unique customer identifying number assigned by you to each of
riginating Customers, Customer Entities and Posting Entities and used and ed as specified in the User Guide;
the total amount of Mailing Items which you hand over on any single Working us to deliver which has been identified by the use of a UCID as discrete to an
ting Customer, Customer Entity or Posting Entity;
e meaning given to it in paragraph 7.3(a) of Part 4 of Schedule 4 (Standard
s);
a unit price equivalent to the Rural Zone variance percentage for Letters as to your average national price of National Price Plan One (SSCs);
our urban density profile for each SSC. We will measure the urban density
or a given SSC by using the combined volumes of Retail Bulk Mail Items and Mailing Items for that SSC in the applicable Financial Year to determine the
/olume for that SSC and expressing the Urban Volume for that SSC as a
age of the total volume of Retail bulk Mailing Items and Access Mailing Items
age of the total volume of Retail bulk Mailing Items and Access Mailing Items SSC in that Financial Year, as published by us within a reasonable time after the end of each Financial Year;
age of the total volume of Retail bulk Mailing Items and Access Mailing Items SSC in that Financial Year, as published by us within a reasonable time

Urban SSC Percentage	means the percentage of the volume of your Mailing Items delivered in a Contract year to those Postcode Sectors in each SSC that we classify as having a high density of delivery points and/or businesses as published on our Website;
Urban Volume	means the volume of your Mailing Items delivered in the applicable Financial Year to those Postcode Sectors that we classify as having a high density of delivery points and/or businesses as published on our Website;
User Guide	means the document entitled Access Letters User Guide published by us, as may be changed under clause 13 of the General Access Terms and Conditions;
Valuables	has the meaning set out in the User Guide as amended from time to time;
Vehicle Declaration	has the meaning given in the User Guide;
Vehicle Manifest	means the manifest containing additional information about each vehicle and the details of which Containers are carried by each vehicle for handover at an Inward Mail Centre;
Voting Period	has the meaning set out in clause 13.8(c) of the General Access Terms and Conditions;
Website	means www.royalmailwholesale.com or such other website address as we may use and notify to you from to time as the website address for our wholesale business, as amended from time to time;
<u>Weekday</u>	means any day from Monday to Friday which is not a bank holiday, public holiday or a non-service day approved as such by the Regulator;
Weighted Average Price Variance Percentage	means the average Zonal price variance percentage for each Zone (as published with the Zonal Calculator on the Website) weighted according to the percentage contributed by format for each Zone, as referenced in Averaged Price Plan Two (Zones);
Working Day	means any day which is not a Sunday, bank holiday, public holiday or a non-service day approved as such by the Regulator;
York	means a Sleeved York or a York Cage (as the context dictates);
York Cage	means a caged trolley used to move or transport Mailing Items in line with the User Guide;
York Hire Application Form	has the meaning given to it in paragraph 2.2 of Part 3 of Schedule 5 (Container Options);
York Lease Application Form	means the application form available on the Website to request the leasing of Royal Mail Yorks from us;
10-88230769-12\334	

York Usage Data	means the following data for each calendar year to be recorded and provided by you and us:
	a) (a) by month, your average daily handover volume of Royal Mail Yorks under the Contract;
	b) (b) by month, your average peak day handover volume of Royal Mail Yorks under the Contract;
	c) (c) (by you only) by month, the daily volume of Royal Mail Yorks you use upstream; and
	(by us only) by month, the total number of Royal Mail Yorks allocated to you under the Contract;
Your Percentage	has the meaning given to it in paragraph 6.2 of Part 4 of Schedule 4 (Standard Services);
Your York Allocation	means the maximum number of Yorks containing Mailing Items for the Destination Postcode Areas which you may present on any given Posting in relation to each Trunking Scheme, as notified by us to you in accordance with Paragraph 3.2(c) of Part 4 of Schedule 4 (Standard Services);
Zonal Calculator	means the calculator described in Appendix 1 to Averaged Price Plan Two (Zones) for your use in the calculation of Adjustments under that Price Plan and which is available on our Website;
Zonal Charges	means the charges for all Mailing Items posted by any access customer under the Zonal Pricing Plan and which are published on the Website as at the date of this Contract and amended from time to time in accordance with the terms of the Contract;
Zonal Indicator	has the meaning set out in the User Guide;
Zonal Price Plan	means the price plan set out in Option C of Schedule 3 (Price Plans);
Zones	means the pricing zones into which we divide the United Kingdom based on the delivery density of Postcode Sectors, as published on the Website and as may be amended from time to time in accordance with clause 13.2(a) of the General Access Terms and Conditions; and
Zone Z Adjustment Rate	means a unit price equivalent to the Rural Zone Variance Percentage for Letters as applied to your average price for your chosen Price Plan (or your chosen Region of the Regional Price Plan (Zones).

## 2 Interpretation

2.1 In this Contract:

## <u>10-88230769-12\334470-572</u>

- (a) a reference to a background clause, clause, Schedule or Annex is a reference to the relevant background clause, clause, Schedule or Annex of this Contract;
- (b) a reference to a paragraph or a Part is a reference to the relevant paragraph or Part of the Schedule in which it appears;
- (c) headings and sub-headings are included for reference only and shall not affect how this Contract is interpreted;
- (d) use of the singular includes the plural and vice versa;
- (e) use of any gender includes the other genders;
- (f) where a word or expression is defined, related words and expressions shall be construed accordingly;
- (g) the words include, including and in particular are used for illustration or emphasis only, and do not limit or prejudice the generality of the words used before it;
- (h) a reference to a Party to this Contract (including the words you, we and us) includes that Party's successors and permitted assigns;
- (i) a reference to any statute or statutory provision shall be interpreted as including any amendments, modifications or re-enactments to that statute or provision;
- a reference to this Contract or any other document referred to in this Contract is a reference to this Contract or that other document as amended, changed, novated or supplemented (unless this was done in breach of this Contract); and
- (k) a reference to a day (including in the phrasephrases Working Day and Weekday) means a period of 24 hours running from midnight to midnight.

## Schedule 2

## **Priority** Service Standard and General Service Obligations

## 1 The Services

I

I

- 1.1 Provided that you comply with the terms of this Contract, you may hand over to an Inward Mail Centre Mailing Items that bear Postcodes served by that particular Inward Mail Centre from the Access Start Date.
- 1.2 Subject to you complying with the terms of this Contract we shall:
  - (a) for Mailing Items with a Delivery Address in the United Kingdom, handed over by you at our Inward Mail Centres, and accepted by us in line with this Contract, convey and deliver these Mailing Items to the relevant addresses within the United Kingdom within a reasonable time;
  - (b) for Mailing Items with a Delivery Address in Jersey, Guernsey or the Isle of Man, handed over by you at our Inward Mail Centres, and accepted by us in line with this Contract, arrange for these Mailing Items to be conveyed and delivered provided that:
    - the volume of your Mailing Items with Delivery Addresses in Jersey, Guernsey and the Isle of Man in any rolling 12 month period does not exceed the Royal Mail SSC Percentage for those territories; and
    - (ii) at the time they are handed over we treat the relevant territory as a domestic destination under our business bulk mail sortation services.

If we no longer treat Jersey, Guernsey or the Isle of Man as domestic destinations under our business bulk mail sortation services, we shall notify you under clause 13.2(a) of the General Access Terms and Conditions, and Mailing Items for the relevant territory will no longer be accepted under this Contract; and

(c) use reasonable efforts to meet the <u>Priority</u> Service Standard set out in paragraph 2 below.

## 2 The <u>Priority</u> Service Standard

- 2.1 Unless stated otherwise, we will deliver your Mailing Items only on Working Days.
- 2.2 Subject to you complying with the terms of this Contract, the <u>Priority</u> Service Standard is that we shall deliver or attempt to deliver 95 per cent of the aggregate number of Mailing Items handed over to us by all Access Customers with a correct Delivery Address in the United Kingdom to the relevant address on the Working Day following the date the handover occurred or is deemed to have occurred in accordance with the terms of each Access Contract, provided that:
  - (a) our performance against the <u>Priority</u> Service Standard shall be calculated by reference to our aggregate average performance over the Service Standard Period;

## <u>10-88230769-12\334470-572</u>

- (b) any Mailmark Economy Mailing Items <u>and any Standard Mailing Items</u> shall <del>not counttowards be excluded from</del> the calculation of the <u>Priority</u> Service Standard; and
- (c) we shall be entitled to deduct from the calculation of our performance against the <u>Priority</u> Service Standard the following types of Mailing Items:
  - (i) Mailing Items handed over to us by an Access Customer that are not accepted by us in line with the terms of their respective Access Contract;
  - (ii) Mailing Items the delivery of which is affected by a Disruptive Event during the relevant Service Standard Period;
  - (iii) Mailing Items that have been lost (including Mailing Items which have not been delivered within 15 Working Days of the date on which we accepted them from an Access Customer in line with the terms of their respective Access Contract); and/or
  - (iv) Mailing Items with a delivery address outside the United Kingdom.

## Calculating our performance against the **Priority** Service Standard

- 2.3 For each Service Standard Period, we (or an independent company) will measure how we have performed against the <u>Priority</u> Service Standard. As the holder of an Access Contract you agree to participate in the process of measuring the <u>Priority</u> Service Standard if you are asked to do so by us or the independent company responsible for that process.
- 2.4 In <u>respect of each Service Standard Period</u>, in order to calculate our performance against the <u>Priority Service Standard</u>, we will:
  - (a) measure the aggregate volume of all relevant Mailing Items (other than Mailmark Economy Mailing Items and Standard Mailing Items) handed over to us by all Access Customers during the relevant Service Standard Period, including all relevant Agency Postings (other than any Mailmark Economy Mailing Items and Standard Mailing Items that form part of those Agency Postings) (Aggregate Base Volume);
  - (b) determine the aggregate volume of Mailing Items (other than Mailmark Economy Mailing Items<u>and Standard Mailing Items</u>) that are excluded from the calculation of our performance against the <u>Priority</u> Service Standard in line with the provisions of paragraph 2.2(c) above (Aggregate Excluded Mailing Items);
  - (c) deduct from the Aggregate Base Volume the Aggregate Excluded Mailing Items to determine the aggregate volume of Mailing Items that will be taken into account for the purpose of determining our performance against the <u>Priority</u> Service Standard (Aggregate Eligible Mailing Items);
  - (d) measure the percentage of the Aggregate Eligible Mailing Items which we delivered or attempted to deliver to the relevant address on the Working Day following the date the handover occurred or is deemed to have occurred in accordance with the terms of each relevant Access Contractrequirements of paragraph 2.2 above, to determine our

#### 10-88230769-12\334470-572

I

anticipated performance against the <u>Priority</u>Service Standard (**Estimate Performance**); and

(e) adjust the Estimate Performance by adding to the Estimate Peformance a positive confidence limit of no more than 1 per cent to determine our performance against the <u>Priority</u> Service Standard (**Actual Performance**).

A worked example of how the mechanism in paragraph 2.4 will apply is included below. The worked example is provided for illustration purposes only and shall not be binding on us.

#### Worked Example

Where:

I

I

I

I

I

- a) the Aggregate Base Volume is 1,000,000 Mailing Items; and
- b) the Aggregate Excluded Mailing Items is 100,000 Mailing Items,

we will deduct the Aggregate Excluded Mailing Items from the Aggregate Base Volume to derive a figure of 900,000 Aggregate Eligible Mailing Items. Where we delivered or attempted to deliver 819,000 of the 900,000 Aggregate Eligible Mailing Items on the Working Day following the date the handover of those Mailing Items occurred or is deemed to have occurred in accordance with the requirements of paragraph 2.2 above, the Estimate Performance is 91.0 per cent.

#### Where:

- a) the Estimate Performance achieved by us is 91.0 per cent; and
- b) the confidence limit is 0.6 per cent for that Service Standard Period,

our Actual Performance against the <u>Priority</u> Service Standard for the relevant Service Standard Period will be 91.6 percent.

2.5 We will publish on our Website our Actual Performance against the <u>Priority</u> Service Standard for each Service Standard Period within 60 Working Days of the end of that Service Standard Period.

## Adjustments to our published performance against the Priority Service Standard

- 2.6 Subject to paragraph 2.7 below, we shall be entitled to adjust the Actual Peformance in any Service Standard Period to account for any Mailing Items affected by a Disruptive Event that took place during the relevant Service Standard Period that have not been included in the calculation of the Aggregate Excluded Mailing Items (**Adjusted Performance**).
- 2.7 We must publish our Adjusted Performance within 14 days of the end of the Service Standard Period during which the Actual Performance was published. The Adjusted Performance shall take precedence over the Actual Performance for that Service Standard Period.

## Calculating the StandardPriority Performance Rebate Amount

## <u>10-88230769-12\334470-572</u>

- 2.8 Subject to paragraph 2.10, we must pay a performance rebate amount in respect of a Service Standard Period if (but only if) our <u>Priority</u> Service Standard Performance is less than the Compensation Target for that Service Standard Period (<u>StandardPriority</u> Performance Rebate Amount) (and in all other circumstances we shall not be obliged to pay any amount in respect of our failure to meet the <u>Priority</u> Service Standard for that Service Standard Period).
- 2.9 Subject to paragraph 2.10, any <u>StandardPriority</u> Performance Rebate Amount that may be due in accordance with paragraph 2.8 will be calculated by us in accordance with the process set out in Appendix 1 (<u>StandardPriority</u> Performance Rebate Amount) to this Schedule 2 (as supplemented by worked examples included at Appendix 2 (<u>StandardPriority</u> Performance Rebate Amount Worked Examples) to this Schedule 2).
- 2.10 Where we have failed to meet the Compensation Target in any given Service Standard Period pursuant to paragraph 2.8:
  - (a) we shall deduct the Agency Postings of each of your Relevant Principals from your Individual Base Volume and we will calculate (pursuant to paragraph 2.9) any <u>StandardPriority</u> Performance Rebate Amount that may be due to you in accordance with paragraph 2.8 on the basis of the remainder of your Individual Base Volume;
  - (b) we shall separately calculate (pursuant to paragraph 2.9) any <u>StandardPriority</u> Performance Rebate Amount that is due to your Relevant Principals in respect of each Relevant Principal's relevant Agency Postings in accordance with paragraph 2.8; and
  - (c) we shall pay any <u>StandardPriority</u> Performance Rebate Amount due to you and/or your Relevant Principals in accordance with the provisions of paragraph 4.2.
- 2.11 We will periodically review the Compensation Target to take into account the performance of similar next day Royal Mail delivery services for letters. Any changes made following such a review will be implemented in accordance with clause 13 of the General Access Terms and Conditions.

## 3 Our maximum aggregate liability in respect of the Aggregate Performance Rebate Amount

- 3.1 Our aggregate liability to you, all other Access Customers and all Agency Customers (including your Relevant Principals) for our failure to meet the Compensation Target in respect of the <u>Priority</u> Service Standard-and, the Mailmark Economy Compensation Target in respect of the Mailmark Economy Service Standard and the Standard Compensation Target in respect of the <u>D+3 Service Standard</u> shall be capped as set out in this paragraph 3.
- 3.2 In respect of:
  - (a) the first, second and fourth Service Standard Periods of any given Financial Year, the Aggregate Performance Rebate Amount due to you, all other Access Customers and all Agency Customers (including your Relevant Principals) (in aggregate) shall not exceed, in each such Service Standard Period, £3,000,000 (GBP); and
  - (b) the third Service Standard Period of any given Financial Year, the Aggregate Performance Rebate Amount due to you, all other Access Customers and all Agency

## <u>10-88230769-12\334470-572</u>

I

Customers (including your Relevant Principals) (in aggregate) shall not exceed, in each such Service Standard Period, £2,000,000 (GBP),

(each a Quarterly Cap).

I

L

I

I

### 4 Our liability for the **Standard**Priority Performance Rebate Amount

- 4.1 Where the Aggregate Performance Rebate Amount calculated for a Service Standard Period exceeds the relevant Quarterly Cap for that Service Standard Period, we will calculate the percentage of such excess. We will then reduce the relevant StandardPriority Performance Rebate Amount to which you, all other Access Customers and all Agency Customers (including your Relevant Principals) are entitled under this Schedule 2 (as applicable) on a pro-rata basis by reference to that percentage. For the avoidance of doubt, we will adjust any StandardPriority Performance Rebate Amount due to you and to each of your Relevant Principals (whether paid directly or c/o you) pursuant to paragraph 4.2 in accordance with the mechanism set out in this paragraph 4.1.
- 4.2 Payment of the <u>StandardPriority</u> Performance Rebate Amount (as adjusted in accordance with paragraph 4.1 where applicable) shall be made by way of a credit note against future Postage, in accordance with the following provisions:
  - (a) we shall pay any <u>StandardPriority</u> Performance Rebate Amount owed to you, directly to you;
  - (b) where we invoice your Relevant Principals directly, we shall pay the <u>StandardPriority</u> Performance Rebate Amount owed to any such Relevant Principals directly to those Relevant Principals (as applicable); and
  - (c) where we invoice your Relevant Principals c/o you, we shall pay the Standard Peformance Rebate Amount owed to your Relevant Principals to you, by way of (in the case of each such Relevant Principal) a credit note addressed to the relevant Relevant Principal and (in each such case) you shall provide the applicable credit note to the relevant Relevant Principal promptly following receipt of the same from us;
    - or
  - (d) if you have terminated your Contract within a Service Standard Period in respect of which a <u>StandardPriority</u> Performance Rebate Amount is awarded in accordance with paragraph 2.8, by cheque in accordance with the following provisions:
    - (i) we shall pay any <u>StandardPriority</u> Performance Rebate Amount owed to you, directly to you;
    - (ii) where we invoice your Relevant Principals directly, we shall pay any <u>StandardPriority</u> Performance Rebate Amount owed to any such Relevant Principals directly to those Relevant Principals (as applicable); and
    - (iii) where we invoice your Relevant Principals c/o you, we shall pay the Standard Peformance Rebate Amount owed to your Relevant Principals to you, by way of (in the case of each such Relevant Principal) a cheque addressed to the relevant Relevant Principal and (in each such case) you shall provide the

10-88230769-12\334470-572

applicable cheque to the relevant Relevant Principal promptly following receipt of the same from us.

- 4.3 Any Standard Priority Performance Rebate Amount due to you and / or any of your Relevant Principals in respect of a Service Standard Period shall be paid to you and / or your Relevant Principals (as applicable) within 30 days of the end of the Service Standard Period in which we published our Actual Performance in accordance with paragraph 2.5. Where you are required to provide any credit note and / or cheque to a Relevant Principal pursuant to paragraph 4.2:
  - (a) you confirm (in each case) that you have authority to receive payments on behalf of that Relevant Principal and you shall indemnify us for all liabilities, costs, proceedings or expenses (including reasonable legal expenses) suffered or reasonably incurred by us where you do not have requisite authority to receive such payments (including any claims brought against us by any Agency Customer in respect of the same); and
  - (b) you shall indemnify us for all liabilities, costs, proceedings or expenses (including reasonable legal expenses) suffered or reasonably incurred by us arising from your failure to comply with your obligations under paragraph 4.2 (including any claims brought against us by any Agency Customer in respect of the same).
- 4.4 Notwithstanding any other provision of this Contract or any Agency Customer Contract, you agree on your own behalf and duly authorised for and on behalf of each Relevant Principal that our aggregate liability to you and all Relevant Principals together for our failure to meet the Compensation Target (including but not limited to any accrued or future liability) shall not exceed the sum of the amounts due to you and/or to your Relevant Principals (where applicable) pursuant to paragraph 4.2. You agree and acknowledge both for yourself and duly authorised for and on behalf of each of your Relevant Principals that we shall have no additional liability, whether in contract, tort (including negligence) or otherwise, to you or any Relevant Principal in respect of our failure to meet the Compensation Target and that our payment of the Standard Priority Performance Rebate Amounts in aggregate to you and each of your Relevant Principals in accordance with the terms of this Schedule 2 is in full and final settlement of all liability which we may in aggregate have to you and all Relevant Principals under this Contract or any Agency Customer Contract in respect of our failure to meet the Compensation Target under this Schedule 2, including any such liability as may relate to Agency Postings handed over to us by you. The above shall apply notwithstanding the fact (if it is the case) that payments of the StandardPriority Performance Rebate Amounts are being made to you or to the Relevant Principals.

#### <u>10-88230769-12\334470-572</u>

I

L

I

## Appendix 1

## Appendix 1

## Standard Priority Performance Rebate Amount

## 1 General

I

I

T

- 1.1 For each Service Standard Period, we will determine:
  - (a) our Actual Performance, the Adjusted Performance (if relevant) and the <u>Priority</u> Service Standard Performance;
  - (b) your Individual Base Volume, your Access Customer Base Volume and any relevant Agency Base Volume;
  - (c) your Adjusted Mailing Volume and the Agency Adjusted Mailing Volume where applicable; and
  - (d) the <u>StandardPriority</u> Performance Rebate Amount to which you and your Relevant Principals are each entitled.
- 1.2 In respect of each Service Standard Period, to the extent that our <u>Priority</u> Service Standard Performance:
  - (a) is equal to or greater than the Compensation Target relevant to Schedule 2, no <u>StandardPriority</u> Performance Rebate Amount will be due to you in respect of the relevant Service Standard Period;
  - (b) is less than the applicable Compensation Target relevant to Schedule 2, but equal to or more than the Band 1 Compensation Threshold, the <u>StandardPriority</u> Performance Rebate Amount which is due to you shall be calculated in accordance with paragraph 3 of this Appendix 1; and
  - (c) is less than the Band 1 Compensation Threshold, the <u>StandardPriority</u> Performance Rebate Amount which is due to you shall be calculated in accordance with paragraph 4 of this Appendix 1.

## 2 Adjusted Mailing Volume and Agency Adjusted Mailing Volume

- 2.1 We shall first determine your Individual Base Volume for the relevant Service Standard Period.
- 2.2 Subject to paragraph 2.3 below, in respect of any Agency Postings handed over by you to us:
  - (a) we will calculate the each Agency Base Volume. The Each Agency Base Volume will be calculated on the basis of the information you give us pursuant to this Contract and we will not be responsible for the accuracy of such data and/or of the resulting Agency Base Volume; and

## <u>10-88230769-12\334470-572</u>

- (b) we will deduct each Agency Base Volume from your Individual Base Volume to determine the aggregate volume of Mailing Items in respect of which we may be liable to pay any <u>StandardPriority</u> Performance Rebate Amount directly to you.
- 2.3 Where you have not provided to-us <u>with</u> the required information in respect of the volume of Agency Postings handed over by you to us for any particular Relevant Principal:
  - (a) we will not be able to calculate their Agency Base Volume and/or any StandardPriority Performance Rebate Amount due to them;
  - (b) the volume of such Agency Postings will remain part of your Access Customer Base Volume; and
  - (c) you will be responsible for paying to the Relevant Principal the proportion of the StandardPriority Performance Rebate Amount that we pay to you that is attributable to that Relevant Principal's Agency Postings.
- 2.4 We shall be entitled (in our sole discretion) to deduct from the Access Customer Base Volume (which may include (if applicable) any Agency Postings pursuant to paragraph 2.3 above) an aggregate volume of the following types of Mailing Items to determine the relevant volume of Mailing Items in respect of which we need to calculate the relevant Standard Priority Performance Rebate Amount that we will pay to you (Adjusted Mailing Volume):
  - (a) any of your Mailing Items (including, if applicable, any of your Agency Postings pursuant to paragraph 2.3) that are part of the Aggregate Excluded Mailing Items;
  - (b) any of your Mailing Items (including, if applicable, any of your Agency Postings pursuant to paragraph 2.3) that are affected by a Disruptive Event that took place during the relevant Service Standard Period that have not already been included in the calculation of the Aggregate Excluded Mailing Items;
  - (c) any Missorted Mailing Items and any Mailing Items in Misrouted Containers, that are handed over by you and which we accept;
  - (d) the Mailing Items which we accept but which exceed the Tolerance set out in section 10.4.2(b) of the User Guide. For the avoidance of doubt, such exclusion shall apply only in relation to the volume of Mailing Items that have been "under forecasted" as further detailed in section 10.4.2(b); and <u>-or-</u>
  - (e) any Mailing Items which are handed over by you outside of the Access Window and / or outside of your booked Access Slot (as applicable) and which we accept.
- 2.5 We shall be entitled (in our sole discretion) to deduct from the Agency Base Volume an aggregate volume of the following types of Mailing Items to determine the relevant volume of Mailing Items in respect of which we need to calculate the relevant Standard Priority Performance Rebate Amount that we will pay to each Relevant Principal (Agency Adjusted Mailing Volume):
  - (a) any Mailing Items that form part of the Relevant Principals' Agency Postings and that are part of the Aggregate Excluded Mailing Items;
- <u>10-88230769-12\334470-572</u>

I

- (b) any Mailing Items that form part of the Relevant Principals' Agency Postings and that are affected by a Disruptive Event that took place during the relevant Service Standard Period that have not already been included in the calculation of the Aggregate Excluded Mailing Items; and
- (c) any Missorted Mailing Items that are posted using the Royal Mail Mailmark service and that form part of the Relevant Principals' Agency Postings.

## 3 StandardPriority Performance Rebate Amount at Band 1

- 3.1 Where (in respect of any Service Standard Period), our <u>Priority</u> Service Standard Performance is less than the applicable Compensation Target for that Service Standard Period, but equal to or greater than the Band 1 Compensation Threshold, we shall calculate the relevant <u>StandardPriority</u> Performance Rebate Amount in accordance with the following mechanism:
  - (a) we shall calculate the applicable compensation percentage by subtracting the <u>Priority</u> Service Standard Performance from the Compensation Target (Compensation Percentage);
  - (b) we shall multiply the Compensation Percentage by your Adjusted Mailing Volume or the Agency Adjusted Mailing Volume (as applicable) to determine the volume(s) of Mailing Items that have been delivered by us between the Band 1 Compensation Threshold and the Compensation Target (Applicable Volume(s)); and
  - (c) we shall multiply the Applicable Volume(s) by the Band 1 Compensation Rate to calculate the relevant <u>StandardPriority</u> Performance Rebate Amount due to you and/or to your Relevant Principals (as applicable) under this paragraph 3.
  - 3.2 A worked example of this calculation is included at paragraph 1 of Appendix 2 to this Schedule2. Any worked examples are provided for illustration purposes only and shall not be binding on us.

## 4 Standard Priority Performance Rebate Amount at Band 2

- 4.1 Where (in respect of any Service Standard Period), our <u>Priority</u> Service Standard Performance is less than the Band 1 Compensation Threshold, we shall calculate the relevant <u>StandardPriority</u> Performance Rebate Amount in accordance with the following mechanism:
  - (a) we shall multiply your Adjusted Mailing Volume or the Agency Adjusted Mailing Volume (as applicable) by the difference between the Compensation Target and the Band 1 Compensation Threshold (expressed as a percentage) to calculate the volume(s) of Mailing Items to which we apply the Band 1 Compensation Rate (Band 1 Applicable Volume(s)); and
  - (b) we shall multiply the Band 1 Applicable Volume(s) by the Band 1 Compensation Rate to calculate the applicable <u>StandardPriority</u> Performance Rebate Amount(s) due at the Band 1 Compensation Rate (**Band 1 Compensation(s)**);
  - (c) we shall determine the applicable compensation percentage that is relevant to determining the level of compensation due to you and / or your Relevant Principals where our <u>Priority</u> Service Standard Performance is less than the Band 1

10-88230769-12\334470-572

I

Compensation Threshold by subtracting the <u>Priority</u> Service Standard Performance from the Band 1 Compensation Threshold (**Band 2 Compensation Percentage**);

- (d) we shall multiply the Band 2 Compensation Percentage by the Adjusted Mailing Volume or the Agency Adjusted Mailing Volume (as applicable) to determine the volume(s) of Mailing Items that have been delivered by us between the Band 2 Compensation Threshold and the Band 1 Compensation Threshold (Band 2 Applicable Volume(s));
- (e) we shall multiply the Band 2 Applicable Volume(s) by the Band 2 Compensation Rate to determine the applicable <u>StandardPriority</u> Performance Rebate Amount(s) due at the Band 2 Compensation Rate (**Band 2 Compensation(s)**); and
- (f) we shall add the Band 1 Compensation and Band 2 Compensation to determine the total <u>StandardPriority</u> Performance Rebate Amount due to you and/or to your Relevant Principals (as applicable) under this paragraph 4.
- 4.2 A worked example of this calculation is included at paragraph 2 of Appendix 2 to this Schedule2. Any worked examples are provided for illustration purposes only and shall not be binding on us.

## <u>10-88230769-12\334470-572</u>

## Appendix 2

## StandardPriority Performance Rebate Amount – Worked Examples

## 1 Worked Example: equal to or greater than the Band 1 Compensation Threshold

Where:

I

Adjusted Mailing Volume	2,000,000 Mailing Items
Priority Service Standard performance	90.5 per cent
Compensation Target applicable to Service Standard Period	92 per cent
Band 1 Compensation Threshold	90 per cent
Band 1 Compensation Rate	1.4 pence per Mailing Item

Since the <u>Priority</u> Service Standard is 90.5 per cent, which is less than 92 per cent but greater than 90 per cent, the calculation set out in paragraph 3 of Appendix 1 applies.

The **Standard<u>Priority</u> Performance Rebate Amount** due to you will be **£420.00 (GBP)** based on the following series of calculations:

- i. 92 per cent 90.5 per cent = 1.5 per cent
- ii. (1.5 / 100) = 0.015
- iii. 0.015 x 2,000,000 = 30,000
- iv.  $30,000 \times Band 1$  Compensation Rate = <u>42,000 pence = £420</u> GBP.

## 2 Worked Example: Less than the Band 1 Compensation Threshold

## Where:

Adjusted Mailing Volume	2,000,000 Mailing Items
Priority         Service         Standard           performance         Performance         Standard	89 per cent
Compensation Target applicable to Service Standard Period	92 per cent

## <u>10-88230769-12\334470-572</u>

Band 1 Compensation Threshold	90 per cent
Band 1 Compensation Rate	1.4 pence per Mailing Item
Band 2 Compensation Rate	3 pence per Mailing Item

Since the <u>Priority</u> Service Standard is 89 per cent, which is less than 90 per cent, the calculation set out in paragraph 4 of Appendix 1 applies.

the **StandardPriority Performance Rebate Amount** due to you will be **£1,160.00 (GBP)** based on the following series of calculations:

- i. 92 per cent 90 per cent = 2 per cent
- ii. (2 / 100) 0.02
- iii. 0.02 x 2,000,000 = 40,000
- iv. 40,000 x Band 1 Compensation Rate = <u>56,000 pence = 560</u> GBP

then:

- i. 90 per cent 89 per cent = 1 per cent
- ii. (1 / 100) = 0.01
- iii. 0.01 x 2,000,000 = 20,000
- iv. 20,000 x Band 2 Compensation Rate = 60,000 pence = 600 GBP
- v. £560 + £600 = £1,160.00 (GBP)

## Schedule 3

## Price Plans

[CUSTOMER: Select your Price Plan(s) from Price Plan Options A, B, C and D. You may select any of Options A, B, C and D alone, or combine either Option A or B with Option C. You may not select both Options A and B and you may not combine Option D with any of Options A, B or C.]

Defined terms in this Schedule 3 have the meaning given to them in Schedule 1 (Definitions and Interpretation).

## **OPTION A**

## National Price Plan One (SSCs)

#### 1 Introduction

1.1 You acknowledge that the Access Charges for National Price Plan One (SSCs) are offered on the premise that your Daily Postings under this Price Plan will reflect a typical Royal Mail national geographic mix of Mailing Items.

## 2 Eligibility to opt for a National Price Plan

You may only opt for National Price Plan One (SSCs) if you are able to prove to our reasonable satisfaction that you have a reasonable likelihood of meeting the National Spread Benchmark and the Urban Density Benchmark.

#### 3 Your Profile Commitment under National Price Plan One (SSCs)

- 3.1 The geographic spread and urban density of your Daily Postings under this Price Plan will be measured against the National Spread Benchmark and the Urban Density Benchmark during each Financial Year. You agree to meet the National Spread Benchmark and the Urban Density Benchmark.
- 3.2 A failure by you to meet the National Spread Benchmark and/or the Urban Density Benchmark shall not constitute a material breach for the purposes of clause 7.2 of the General Access Terms and Conditions, but shall entitle us to levy a National Spread Adjustment and/or Urban Density Adjustment (both of which are Profile Adjustments) in accordance with paragraphs 5 and 7 of this Price Plan; provided, however, that we will not apply any Profile Adjustments for failure to meet your Profile Commitment in a Financial Year if you prove, to our reasonable satisfaction, that such failure results directly from:
  - (a) a major corporate transaction that involves you, such as a material change in your ownership or structure as a result of a merger, acquisition, restructuring or other major corporate transaction; or

(b) unplanned changes in volumes, origination and/or types of Mailing Items as a result of events or circumstances beyond your reasonable control which were not reasonably foreseeable.

For the avoidance of doubt, you may not claim relief from Profile Adjustments under this clause 3.2 for the same set of circumstances any more than once.

# 4 The National Spread Benchmark

- 4.1 To assess whether you have met the National Spread Benchmark, we shall calculate what percentage of your total volume of Mailing Items in a Financial Year was delivered to each SSC to arrive at your Actual SSC Percentage for each SSC. We shall then compare your Actual SSC Percentage with the National Spread Benchmark for every SSC and express this as a ratio (SSC Ratio) for every SSC. For example, if your Actual SSC Percentage for a particular SSC is 3 per cent, and the National Spread Benchmark for that SSC is 4 per cent, the SSC Ratio for that SSC is 0.75.
- 4.2 We shall apply a Ratio Threshold for each SSC. If your SSC Ratio in any SSC is lower than the Ratio Threshold, that is a Failed SSC. You have met the National Spread Benchmark in a Financial Year if in both National Profile Areas the number of your Failed SSCs is no greater than the SSC Permitted Variance Number for each National Profile Area.
- 4.3 If you do not meet the National Spread Benchmark and you are in breach of paragraph 3.1 above we may levy National Spread Adjustments calculated in accordance with paragraph 5.

## 5 National Spread Adjustment

- 5.1 Subject to paragraph 5.2, the National Spread Adjustment is calculated by working out the number of additional Mailing Items which you would need to have declared under this Price Plan in each Failed SSC to meet the Ratio Threshold for each SSC (Attributable Volume). The National Spread Adjustment will be the National Spread Adjustment Rate per Mailing Item applied to your Attributable Volume.
- 5.2 In carrying out the calculation in paragraph 5.1, we shall in each National Profile Area first calculate the Attributable Volume for each Failed SSC. We then rank in highest Attributable Volume order the Failed SSCs for each National Profile Area. The highest ranking Failed SSCs for each National Profile Area will be the SSCs included within the SSC Permitted Variance Number. Only the Attributable Volume of the remaining Failed SSCs will be used to calculate Adjustments for the purpose of paragraph 5.1.

#### 6 The Urban Density Benchmark

- 6.1 To assess whether you have met the Urban Density Benchmark, we shall measure your Urban SSC Percentage for each SSC and compare it to the Urban Density Benchmark for that SSC. We shall calculate whether your Urban SSC Percentage is greater than or less than the Urban Density Benchmark for each SSC by more than the Urban Permitted Variance.
- 6.2 If none of your Urban SSC Percentages are greater than or less than the Urban Density Benchmark by more than the Urban Permitted Variance, you have met the Urban Density Benchmark.

# <u>10-88230769-12\334470-572</u>

6.3 If any of your Urban SSC Percentages is greater than or less than the Urban Density Benchmark by more than the Urban Permitted Variance, you have not met the Urban Density Benchmark and if you are in breach of paragraph 3.1 we may levy an Adjustment as set out in paragraph 7.

# 7 The Urban Density Adjustment

For any SSC for which your Urban SSC Percentage is greater or less than the Urban Density Benchmark by more than the Urban Permitted Variance, we shall multiply the percentage by which you fall short of or exceed the Urban Permitted Variance for that SSC by your total volume for that SSC for that Financial Year to arrive at a number of Mailing Items for that SSC which represents that percentage shortfall or excess. If the sum of all the excess volumes exceeds the sum of all the shortfalls, we shall take no action. If the sum of all the shortfalls exceeds the sum of all the excesses so that there is an overall shortfall, we will levy the Urban Density Adjustment Rate per Mailing Item for the whole of that shortfall.

#### 8 Reviews

- 8.1 We will measure your actual Daily Postings' performance against the Dynamic National Spread Benchmark and Dynamic Urban Density Benchmark in each calendar month.
- 8.2 We will provide you with details of your Actual Posting Profile on a monthly basis within a reasonable time after the end of the month to which the report applies. In the written report after the end of each Quarter, we will also:
  - (a) provide details of your performance against the Dynamic National Spread Benchmark and/or Dynamic Urban Density Benchmark; and
  - (b) indicate whether according to the national spread and urban density of your Daily Postings to that point you are likely to be required to pay any Profile Adjustments for that Financial Year.

# 8A Measuring your volume of Mailing Items for the purpose of deriving your Actual SSC Percentage and Urban SSC Percentage

- 8A.1 You may opt to declare your actual volume of Mailing Items by zone for the purpose of calculating your Actual SSC Percentage and Urban SSC Percentage. To do this, you must provide us with the information on your Actual Posting Profile with each Daily Posting. You can do this by uploading to our DocketHub system (or any successor electronic billing system), on the day of handover, a Manifest for each Inward Mail Centre that details the number of Mailing Items by weight and by Zone for each Container (in line with the illustration of the Manifest set out in Appendix 2 to this Schedule 3 and the User Guide). Mailing Items for destination to the London Zone must be declared on your Manifest as Zone D. It is your responsibility to upload the Manifest in line with this paragraph 8A.1 and the User Guide.
- 8A.2 Where the address data on a Mailing Item does not have the Postcode selection in sufficient detail to identify a Zone, you must declare such Mailing Item as Zone Z.
- 8A.3 Provided that:

- (a) you have provided a correct Actual Posting Profile in accordance with the requirements of paragraph 8A.1 and the User Guide for at least 85 per cent of your total volume of Mailing Items in a Financial Year; and
- (b) the number of Zone Z declared Mailing Items does not exceed 10 per cent of your total number of Mailing Items in a Financial Year,

then we shall accept your uploaded data as representative of your Actual SSC Percentage and Urban SSC Percentage.

8A.4 If you choose not to provide an Actual Posting Profile pursuant to paragraph 8A.1 or do not meet the requirements in paragraph 8A.3, then we will use the actual volume of Mailing Items you have uploaded to our Dockethub system (in relation to the National Spread Benchmark) and data we derive from our processing machines (in relation to the Urban Density Benchmark) to determine your actual volume of Mailing Items by Zone for the purpose of calculating your Actual SSC Percentage and Urban SSC Percentage.

#### 9 Payment of Profile Adjustments

We will invoice you for any Profile Adjustments within 30 days of notifying you of your end of Financial Year performance. Payment of the Profile Adjustments invoiced shall be made in accordance with clause 11 of the General Access Terms and Conditions.

## 10 Payment of Profile Adjustments on Termination of this Contract or Change of Price Plan

If this Contract terminates or you change or terminate this Price Plan during a Financial Year, we may levy Profile Adjustments in respect of the period from the start of the Financial Year to the date of change or termination of this Price Plan or termination of the Contract (which we refer to in this paragraph as an Abbreviated Financial Year). We will calculate your Profile Adjustments for the Abbreviated Financial Year in line with paragraphs 5 and 7 above as if the Abbreviated Financial Year, and we will invoice you for those Profile Adjustments within 30 days of notifying you of your end of Abbreviated Financial Year performance.

#### 11 Transferring to the Zonal Price Plan

If the number of items incurring Profile Adjustments exceeds 15 per cent of your annual volume as invoiced by us under this Price Plan in any Financial Year, we shall terminate your right to post under this National Price Plan (SSCs) on not less than 30 days' notice and you shall be required from the expiry of that 30 day period to post all Mailing Items under the Zonal Price Plan.

#### 12 Changes to our Pricing Structure

The terms of this National Price Plan One (SSCs) are part of our Pricing Structure, and may be varied from time to time in accordance with the provisions of clause 13.2(a) of the General Access Terms and Conditions.

#### **OPTION B**

## Averaged Price Plan Two (Zones)

## 1 Introduction

You acknowledge that the Access Charges for Averaged Price Plan Two (Zones) are offered on the premise that your Daily Postings under this Price Plan will reflect a typical Royal Mail national geographic mix of Mailing Items.

# 2 Eligibility to opt for an Averaged Price Plan Two (Zones)

You may only opt for Averaged Price Plan Two (Zones) if you are able to prove to our reasonable satisfaction that it is reasonably likely that the geographic spread of your Daily Postings in any Financial Year will conform to the Royal Mail Zonal Posting Profile.

## 3 Your Profile Commitment under Averaged Price Plan Two (Zones)

- 3.1 The geographic spread of your Daily Postings under this Price Plan in each Financial Year will be measured against the Royal Mail Zonal Posting Profile in each Zone. You agree to conform to the Royal Mail Zonal Posting Profile.
- 3.2 Breach of paragraph 3.1 of this Price Plan shall not constitute a material breach for the purposes of clause 7.2 of the General Access Terms and Conditions but shall entitle us to levy an Adjustment calculated in accordance with Appendix 1 of this Price Plan.

## 4 Measuring your Actual Posting Profile

- 4.1 You may opt to declare your actual volume of Mailing Items by zone for the purpose of calculating your Actual Posting Profile. To do this, you must provide us with the information on your Actual Posting Profile with each Daily Posting. You can do this by uploading to our DocketHub system (or any successor electronic billing system), on the day of handover, a Manifest for each Inward Mail Centre that details the number of Mailing Items by weight and by Zone for each Container (in line with the illustration of the Manifest set out in Appendix 2 to this Schedule 3 and the User Guide). Mailing Items for destination to the London Zone must be declared on your Manifest as Zone D. It is your responsibility to upload the Manifest in line with this paragraph and the User Guide.
- 4.2 Where the address data on a Mailing Item does not have the Postcode selection in sufficient detail to identify a Zone, you must declare such Mailing Item as Zone Z.
- 4.3 Provided that:
  - (a) you have provided a correct Actual Posting Profile in accordance with the requirements of paragraph 4.1 and the User Guide for at least 85 per cent of your total volume of Mailing Items in a Financial Year; and
  - (b) the number of Zone Z declared Mailing Items does not exceed 10 per cent of your total number of Mailing Items in a Financial Year,

then we shall accept your uploaded data as representative of your Actual Posting Profile.

- 4.4 If you choose not to provide an Actual Posting Profile pursuant to paragraph 4.1 or do not meet the requirements in paragraph 4.3, then we will use the data we derive from our processing machines to determine your actual volume of Mailing Items by Zone for the purpose of calculating your Actual Profile Percentage.
- 4.5 We will compare your Actual Profile Percentage with the Royal Mail Zonal Posting Profile Adjusted for Permitted Variance as more fully described in Appendix 1 of this Price Plan.
- 4.6 If your Actual Profile Percentage is no greater than the Royal Mail Zonal Posting Profile Adjusted for Permitted Variance, you have conformed to the Royal Mail Posting Profile.
- 4.7 If your Actual Profile Percentage is greater than the Royal Mail Zonal Posting Profile Adjusted for Permitted Variance, you have failed to conform to the Royal Mail Zonal Posting Profile and we may levy Profile Adjustments calculated in accordance with Appendix 1 of this Price Plan.

#### 5 Reviews

- 5.1 We will provide details of your Actual Posting Profile on a monthly basis in a written report within a reasonable time after the end of the month to which the report applies. In the written report provided after the end of each Quarter, we will also:
  - (a) provide details of your performance against the Dynamic Royal Mail Zonal Posting Profile; and
  - (b) indicate whether according to the profile of your Mailing Items by Zone to that point you are likely to be required to pay any Profile Adjustments for that Financial Year.

#### 6 Payment of Profile Adjustments

We will invoice you for any Profile Adjustments within 30 days of notifying you of your end of Financial Year performance. Payment of the Profile Adjustments invoiced shall be made in accordance with clause 11 of the General Access Terms and Conditions.

# 7 Payment of Profile Adjustments on Termination of this Contract or Change of Price Plan

If this Contract terminates or you change or terminate this Price Plan during a Financial Year, we may levy Profile Adjustments in respect of the period from the start of the Financial Year to the date of the change or termination of Price Plan or termination of this Contract (which we refer to in this paragraph as an Abbreviated Financial Year). We will calculate your Profile Adjustments for the Abbreviated Financial Year in line with paragraph 4 and Appendix 1 of this Price Plan as if the Abbreviated Financial Year was a Financial Year, and we will invoice you for those Profile Adjustments within 30 days of notifying you of your end of Abbreviated Financial Year performance.

#### 8 Transferring to the Zonal Price Plan

If the total number of your Mailing Items exceeding the permissible amount in each Zone which has a positive Weighted Average Price Variance Percentage exceeds 15 per cent of your annual volume of Mailing Items (as invoiced by us under the Averaged Price Plan Two (Zones)

# <u>10-88230769-12\334470-572</u>

in any Contract Year) we may terminate your right to post under the Averaged Price Plan Two (Zones) on not less than 30 days' written notice and you shall be required from the expiry of that 30 day period to post all Mailing Items under the Zonal Price Plan.

# 9 Changes to our Pricing Structure

The terms of this Averaged Price Plan Two (Zones) are part of our Pricing Structure, and may be varied from time to time in accordance with the provisions of clause 13.2(a) of the General Access Terms and Conditions.

# Appendix 1

# **Calculation of Profile Adjustments**

The principle of this Averaged Price Plan Two (Zones) is that you will meet the Royal Mail Zonal Posting Profile. If you fail to meet this profile, we will levy an Adjustment if your Implied Customer Invoiced Amount is greater than your Allowed Customer Invoiced Amount. Using the Zonal Calculator published on our Website, as updated from time to time, the following steps explain how we calculate such Adjustments:

1 Using the Royal Mail Zonal Profile, we apply a Permitted Variance (see the Zonal Calculator on our Website) to the Zones where the Weighted Average Price Variance Percentage is a positive (i.e. those Zones where prices are more expensive on average than the national price) and we adjust the Zone(s) where the Weighted Average Price Variance Percentage is negative so that when summed the zonal values equal 100 per cent. The result of applying this Permitted Variance is reflected in the Royal Mail Zonal Posting Profile Adjusted for Permitted Variance. We provide a reference table of these with the Zonal Calculator, available on the Website, and updated at each tariff change in accordance with this Contract.

2 Next, we measure the amount you would have paid if your total annual volume reflected the Royal Mail Zonal Posting Profile Adjusted for Permitted Variance. We call this the 'Allowed Customer Invoiced Amount'. We calculate this amount by applying the Implied Zonal Average Unit Price for each Zone to your annual volume for each Zone as re-profiled to reflect the Royal Mail Zonal Posting Profile Adjusted for Permitted Variance.

3 The Allowed Customer Invoiced Amount is compared to the amount that you would have paid on an equivalent Zonal Price Plan using your Actual Posting Profile. Again we use the Implied Zonal Average Unit Prices for each Zone multiplied by the volume of your Actual Posting Profile. We call this your Implied Customer Invoiced Amount.

4 Where the amount calculated for your Implied Customer Invoiced Amount exceeds the amount calculated for your Allowed Customer Invoice Amount, an Adjustment will be applied equivalent to the difference between the two.

# **OPTION C**

## **Zonal Price Plan**

## 1 Zonal Access Charges

1.1 Under the Zonal Price Plan you will be charged differing prices for the Mailing Items you hand over to us according to the Zones within which those Mailing Items are to be delivered.

## 2 Changes to this Price Plan

The terms of this Zonal Price Plan, including the number of Zones which forms part of our Pricing Structure and the designation of Postcode Sectors to each Zone may be varied from time to time in accordance with the provisions of clause 13 of the General Access Terms and Conditions.

## 3 Additional requirements for Zonal Mailing Items

Mailing Items which you hand over to us under this Zonal Price Plan must meet the specifications set out in the User Guide. We may reject Mailing Items which do not fully comply with the User Guide or process them in line with Section 10 of the User Guide.

## **OPTION D**

## Regional Price Plan (Zones)

## 1 Introduction

- 1.1 You may choose to operate in one or more of the following regions of the UK: England and Wales; Scotland; and Northern Ireland. You must nominate your chosen Region(s) prior to the Access Start Date.
- 1.2 You acknowledge that the Access Charges for the Regional Price Plan (Zones) are weighted averages reflective of the typical Royal Mail geographic mix of Mailing Items for each specific Region. They are offered on the premise that your Actual Posting Profile under this Price Plan will reflect a typical Royal Mail geographic mix of Mailing Items for your chosen Region(s) as measured to the urban, suburban and rural Zones.
- 1.3 The England & Wales Region excludes the London Zone for the purposes of measuring whether you have conformed to the relevant Royal Mail Zonal Posting Profile. Any Mailing Items that are for delivery in the London Zone will be charged the London Zone's Zonal Charges.
- 1.4 We provide a reference table of each Region's Royal Mail Zonal Posting Profile within the Regional Zonal Calculator available on the Website which we will update from time to time following the end of each applicable Financial Year.

# 2 Eligibility to opt for the Regional Price Plan (Zones)

You may only opt for the Regional Price Plan (Zones) if you are able to prove to our reasonable satisfaction that it is reasonably likely that the geographic spread of your Daily Postings in any Financial Year in each chosen Region will conform to the Royal Mail Zonal Posting Profile specific to that Region.

#### 3 Measuring your Actual Posting Profile

- 3.1 The zonal geographic spread of your Daily Postings under this Price Plan in each Financial Year for each chosen Region will be measured against the Royal Mail Zonal Posting Profile specific to that Region.
- 3.2 You may opt to declare your actual volume of Mailing Items by zone for the purpose of calculating your Actual Posting Profile. To do this, you must provide us with the information on your Actual Posting Profile with each Daily Posting. You can do this by uploading to our DocketHub system (or any successor electronic billing system), on the day of handover, a Manifest for each Inward Mail Centre that details the number of Mailing Items by weight and by Zone for each Container (in line with the illustration of the Manifest set out in Appendix 2 to this Schedule 3 and the User Guide). Mailing Items for destination to the London Zone must be declared on your Manifest as Zone D. It is your responsibility to upload theManifest in line with this paragraph and the User Guide.
- 3.3 Where the address data on a Mailing Item does not have the Postcode selection in sufficient detail to identify a Zone, you must declare such Mailing Items as Zone Z. The number of Zone Z Mailing Items must not exceed 10 per cent of your total number of Mailing Items in a

#### <u>10-88230769-12\334470-572</u>

Financial Year. We may charge you for the number of Zone Z Mailing Items that exceed this 10 per cent level at the Zone Z Adjustment Rate.

- 3.4 Provided that:
  - (a) you have provided a correct Actual Posting Profile in accordance with the requirements of paragraph 3.2 and the User Guide for at least 85 per cent of your total volume of Mailing Items in a Financial Year; and
  - (b) the number of Zone Z declared Mailing Items does not exceed 10 per cent of your total number of Mailing Items in a Financial Year,

then we shall accept your uploaded data as representative of your Actual Profile Percentage for each Zone.

- 3.5 If you choose not to provide an Actual Posting Profile pursuant to paragraph 3.2 or do not meet the requirements in paragraph 3.4, then we will use the data we derive from our processing mahcines to determine your actual volume of Mailing Items by Zone for the purpose of calculating your Actual Profile Percentage.
- 3.6 At the end of each Financial Year, if your Actual Posting Profile for each chosen Region does not match the applicable Royal Mail Zonal Posting Profile for that Region we will charge you Profile Adjustments calculated in respect of that Financial Year in accordance with Appendix 1 of this Price Plan.

#### 4 Reviews

We will review your Actual Posting Profile for each chosen Region and we will provide you with details of your Actual Posting Profile on a monthly basis in a written report within a reasonable time after the end of the calendar month to which the report applies. In the written report after the end of each Quarter, we will also:

- (a) provide details of your performance against the Dynamic Royal Mail Zonal Posting Profile; and
- (b) indicate whether according to the profile of your Mailing Items by Zone to that point you are likely to be required to pay any Profile Adjustments for that Financial Year.

#### 5 Profile Adjustments

We will invoice you for any Profile Adjustments within 30 days of notifying you of your end of Financial Year performance. Payment of the Profile Adjustments invoiced shall be made in accordance with clause 11 of the General Access Terms and Conditions.

#### 6 Payment of Profile Adjustments on Termination of this Contract or Change of Price Plan

If this Contract terminates or you change this Price Plan during a Financial Year, we may levy Profile Adjustments in respect of the period from the start of the Financial Year to the date of the change of this Price Plan or termination of the Contract (which we refer to in this paragraph as an Abbreviated Financial Year). We will calculate your Profile Adjustments for the Abbreviated Financial Year in line with paragraph 3 and Appendix 1 of this Price Plan as if the

#### <u>10-88230769-12\334470-572</u>

Abbreviated Financial Year was a Financial Year, and we will invoice you for those Profile Adjustments within 30 days of notifying you of your end of Abbreviated Financial Year performance.

# 7 Transferring to the Zonal Price Plan

If the total number of your Mailing Items exceeding the permissible amount in each Zone exceeds 15 per cent of your annual volume of Mailing Items (as invoiced by us under this Price Plan in any Financial Year) we may terminate your right to post under this Regional Price Plan (Zones) on not less than 30 days' written notice and you shall be required from the expiry of that 30 day period to post all Mailing Items under the Zonal Price Plan.

## 8 Changes to our Pricing Structure

The configuration of the Zones of this Regional Price Plan (Zones) are part of our Pricing Structure, and may be varied from time to time in accordance with the provisions of clause 13.2(a) of the General Access Terms and Conditions.

#### Appendix 1

## **Calculation of Profile Adjustments**

The principle of this Regional Price Plan (Zones) is that you will meet the Royal Mail Zonal Posting Profile of each discrete Region that is relevant to your Contract. If you fail to meet this profile, we will levy an Adjustment if you exceed the Royal Mail Zonal Posting Profile in the Zones where the Weighted Average Price Variance Percentage exceeds 0. Using the Regional Zonal Calculator published on our Website, as updated from time to time, the following steps explain how we calculate such Adjustments for each chosen Region:

- 1 We select the relevant Royal Mail Zonal Profile as the benchmark measure. We provide a reference table of these within the Regional Zonal Calculator, available on the Website.
- 2 Next, we input your annual mailing volumes and postage spend to determine your average item price.
- 3 We then input your Actual Profile Percentages to compare them against the relevant Royal Mail Zonal Profile to determine any variances. The calculator expresses the variances as a number of Mailing Items for each Zone.
- Profile Adjustments will occur if, in the Zones where the Weighted Average Price Variance Percentage exceeds 0 after aggregating the positive and minus variances of Mailing Items calculated in accordance with paragraph 1, above, for such Zones, you have an overall excess number of Mailing Items. We calculate the total Profile Adjustments by taking the variance in the number of Mailing Items by Zone multiplied by your average item price and that sum is then multiplied by the relevant Zone's Weighted Average Price Variance Percentage.
- 5 If your Actual Posting Profile in the Zones where the Weighted Average Price Variance Percentage exceeds 0 after aggregating the positive and minus variances of Mailing Items calculated in accordance with paragraph 1 above, for such Zones, you have an overall minus variance in number of Mailing Items, then no rebate will be paid in respect of such minus variance.

#### Appendix 2

#### The Manifest

- 1 On the Manifest, you must declare Mailing Items for each Container by Service, average item weight, and number of Mailing Items for each Zone. Where the address data on a Mailing Item does not have the Postcode selection in sufficient detail to identify a Zone, you must declare such Mailing Items as Zone Z. It is your responsibility to upload the Mailing Items to the correct Zone. An example of the correct completion of the Manifest is shown in Figure 1 of this Appendix.
- 2 You may choose to apply to each of your Mailing Items a Zonal Indicator relevant to the Postcode Sector of the corresponding address. If you do so, you must position the Zonal Indicator on a Mailing Item in accordance with the User Guide.

#### Figure 1: The Manifest

Access Point: Inward Mail Centre												Date of Handover to Royal Mail: dd/mm/yy														_				
Access Site: Mail Centre IMC Address: Any Road Posttown AA1 1AA													Account Number: Posting Docket No:															-		
												L	ice	nce	No	:														_
Job Refe											_	S	hee	et								(	of							_
Individual Bag Identification Container ID [Originating   SSC   Postcode   No. Items   No. Items   Ave   Actual   Average   Total   Format   Mech/Man/Sort																														
No. Ci	Driginating Customer No.	SSC	Postcode Area	No. Items WB1						No. Items WB2								N	No. It				Ave Weight WB2	Ave Weight WB3	Actual Total Weight	Average Weight of Mail	Total Items (units)	Format	Mech/Mar OCR	/Sort level
				Nat	A	В	С	D	Z	Nat	Α	В	С	D	Z	Na	at A		В	С	D	Z	(g)	(kg)	(kg)	Items (g)				
12345678	ABCDEFG	123	DE		2	5	1				2	1	6										150		2.15	126	17	Large Letter	Manual	70
	ABCDEFH	123	DE								5	9	3		1								220		3.96	189	18	Large Letter	Manual	
12345670	ABCDEFI	12345	DE1		55	35	53		7		_			-		-	_	+	-	_					9.0	60	150	Letter	Mech	70
	Total no. of Containers	Totals																İ										Totals		
This delivery note does not constitute acceptance that the above details are correct, as these details will be subject to Royal Mail revenue protection and mail verification checks. For the avoidance of doubt, this document only acknowledges the handover of Mailing Items on a time and date specified.														For Royal Mail Use Only Date of Handover to Royal Mail Arrival Time at Royal Mail																
For Cus	stomer Use	only																												
										C	us	tom	er [	Defi	ned	In	forn	nat	tior	n fie	ld									

#### Schedule 4

## **Standard Services**

## **General Section**

I

You may opt to use certain of our Services in line with the Contract and the following Parts of this Schedule 4:

- Part 1 Royal Mail Advertising Mail® and Royal Mail Partially Addressed Mail®;
- Part 2 Royal Mail Business Mail Large Letter™;
- Part 3 Royal Mail Magazine Subscription Mail™;-and / or
- Part 4 Trunking Services-; and / or
- Part 5 Standard Service.

This Schedule 4 sets out the terms and conditions which apply to the use of these Services. Defined terms in this Schedule 4 have the meaning given to them in Schedule 1 (Definitions and Interpretation).

## Part 1 – Royal Mail Advertising Mail® and Royal Mail Partially Addressed Mail®

## 1 Background

1.1 This Part 1 sets out the terms on which you and we agree that you may post Advertising Mail and / or Partially Addressed Mail. References to a 'Posting' in this Part 1 shall be to an Advertising Mail Posting or Partially Addressed Mail Posting, as applicable.

## 2 Advertising Mail and Partially Addressed Mail Specifications

2.1 Mailing Items in a Posting must meet the Access Service Specification relevant for the Posting and you must comply with all of your obligations under this Part 1 and the User Guide.

## 3 Seed Mailing Items

- 3.1 For each Posting, you must provide us with a sample of each mailing pack design to verify conformance to the content requirement of the relevant Access Service Specification. This can be provided as a sample pack prior to posting or by including us as a seed to the Posting. We will retain each of the items received and use them for:
  - (a) reference during the audit process as set out in paragraph 6; and
  - (b) unless the Data Opt Out has been exercised, the purpose envisaged in paragraph 5.1.
- 3.2 You are required to provide Samples/Seeds that are exact reproductions of the Mailing Items posted in terms of both envelopes used and contents enclosed for each Posting. The Samples/Seeds must:
  - (a) be addressed to our nominated address as detailed in the User Guide, or such other location as may be notified from time to time;
  - (b) include the information set out in the User Guide; and
  - (c) be handed over to us on the same date as the Posting is posted.

# 4 Collection of the ASBOF Levy and JICMAIL Levy

- 4.1 Unless we notify you that we are no longer appointed to collect the ASBOF Levy and / or JICMAIL Levy in accordance with paragraph 4.6 below, you agree that we may collect the:
  - (a) ASBOF Levy on behalf of ASBOF; and
  - (b) the JICMAIL Levy on behalf of JICMAIL,

on all direct mail Mailing Items presented as Advertising Mail and / or Partially Addressed Mail under the terms of the Contract. We shall pass the entire value of the JICMAIL Levy to JICMAIL and the ASBOF Levy to ASBOF at the end of each quarter of the financial year.

- 4.2 The value of the ASBOF Levy shall be as stated on the pricing page of the Website, as changed from time to time.
- 4.3 The value of the JICMAIL Levy shall be as stated on the pricing page of the Website, as changed from time to time, and shall be subject to the JICMAIL Levy Cap per each Originating Customer and Customer Entity. Any amounts paid by you in excess of the JICMAIL Levy Cap will be refundable by JICMAIL and we will not be liable to you in respect of any amounts paid by you in excess of the JICMAIL Levy Cap.
- 4.4 We agree that when you present Mailing Items as Partially Addressed Mail with Advertising Mail, the ASBOF Levy and the JICMAIL Levy will both be applied only once and not across all Access Services.
- 4.5 You acknowledge that we are only providing a collection service for the ASBOF Levy and the JICMAIL Levy. The ASBOF Levy and the JICMAIL Levy are both voluntary. If you want a refund of the:
  - (a) ASBOF Levy that you have paid, you must submit a written retrospective claim to ASBOF, on a quarterly or annual basis, to be sent to The Treasurer, ASBOF, The Broadcast Advertising Standards Board of Finance, 12 Henrietta Street, London, WC2E 8LH; and / or
  - (b) JICMAIL Levy that you have paid, you must submit a written retrospective claim to JICMAIL, on a quarterly or annual basis, to be sent to The Treasurer, JICMAIL Limited, DMA House, 70 Margaret Street, London W1W 8SS,

(or such other address as may be advised from time to time), giving the following information:

- (i) evidence confirming that you have paid the ASBOF Levy or JICMAIL Levy (as applicable), and confirmation of the amount paid; and
- (ii) an explanation (in reasonable detail from a board member) setting out the reason for your request for a refund.
- 4.6 We will notify you if we are no longer appointed to collect the ASBOF Levy and / or JICMAIL Levy.
- 4.7 Notwithstanding any other provisions in the Contract, we may amend or withdraw the requirements of this paragraph 4:
  - (a) in respect to the ASBOF Levy, on 3 months' notice; and
  - (b) in respect to the JICMAIL Levy, on 70 days' notice.

# 5 Ad Mail Information

5.1 We wish to use Ad Mail Information for the purpose of assessing the circulation of Advertising Mail and Partially Addressed Mail and to create an advertising mail currency that enables advertisers to benchmark their investments in Advertising Mail and Partially Addressed Mail against other media. To do this, we wish to share the Industry Input Data with JICMAIL and

permit JICMAIL to share the Industry Input Data with the Independent Marketing Specialists for the purpose of creating reports for the industry.

- 5.2 You agree to inform each Originating Customer and Customer Entity:
  - (a) of our wish to use their Ad Mail Information and share their Industry Input Data for the purposes set out in paragraph 5.1;
  - (b) that they have the right to opt out of us using their Ad Mail Information and sharing their Industry Input Data (the **Data Opt Out**) by completing and instructing you to notify us via the opt out form published on our Website, as updated from time to time, such notice to be sent to the email address specified in the opt out form with the subject heading 'JIC Opt Out' (**Data Opt Out Notification**);
  - (c) that the Data Opt Out shall be valid for a period of 12 months from the date of receipt of the Data Opt Out Notification (**Opt Out Period**), following which the Originating Customer or Customer Entity will need to instruct you to send a further Data Opt Out Notification in accordance with paragraph 5.2(b) above should it wish to exercise the Data Opt Out for a further Opt Out Period; and
  - (d) that:
    - (i) if they wish to exercise the Data Opt Out, then it is their responsibility to ensure they instruct you to send a Data Opt Out Notification in accordance with paragraphs 5.2(b) and 5.2(c) above (as applicable); and
    - (ii) if we have not received a Data Opt Out notification, or if the Data Opt Out has expired and we have not received a subsequent Data Opt Out Notification, then we shall be entitled to treat that as their consent for us to use their Ad Mail Information and share their Industry Input Data for the purpose set out in paragraph 5.1 and we shall have no liability to them in respect of such use even if they had instructed you otherwise.
- 5.3 We will use reasonable efforts to notify you in advance of expiry of the relevant Opt Out Period.
- 5.4 You will ensure that if the Data Opt Out has not been exercised pursuant to paragraph 5.2(b) or 5.2(c) (as applicable), then:
  - (a) you must ensure or procure that the posting Customer Entity or Originating Customer ensures that each Posting is assigned the correct Mail Reference and such Mail Reference is declared on the Posting Docket or eManifest (as applicable) and the associated Sample/Seed item; and
  - (b) where an individual Posting is being posted across a number of different days, then the same Mail Reference is to be used for each day of that Posting.
- 5.5 Paragraphs 5.1 to 5.4 shall apply equally if you are the posting customer of Advertising Mail and / or Partially Addressed Mail, in which case:

<sup>&</sup>lt;u>10-88230769-12\334470-572</u>

- (a) you may exercise the Data Opt Out by sending us a Data Opt Out Notification in accordance with paragraph 5.2(b);
- (b) however, if we have not received a Data Opt Out Notification, or if the Data Opt Out has expired and we have not received a subsequent Data Opt Out Notification in accordance with paragraph 5.2(c), then we will be entitled to treat that as your consent for us to use the Ad Mail Information and share the Industry Input Data for the purpose set out in paragraph 5.1.
- 5.6 We each agree that, for the purpose of clause 9 of the General Access Terms and Conditions, the Ad Mail Information shall not be Confidential Information and we shall be entitled to use it for the purposes set out in paragraph 5.1 for those who have not exercised the Data Opt Out.

#### 6 Audit and Non-Compliance

- 6.1 We must be reasonably satisfied at all times that you can comply, and are complying, with the terms of the Contract in relation to Advertising Mail and Partially Addressed Mail, including the terms of this Part 1. Without prejudice to your obligation to ensure all Mailing Items handed over to us as Advertising Mail and / or Partially Addressed Mail meet the requirements of this Part 1 and to satisfy us of your ability to comply and your continued compliance with those terms, you agree, among other things, to:
  - (a) allow us to carry out a compliance audit in line with paragraphs 6.2 and 6.3 below;
  - (b) provide us with Samples/Seeds; and
  - (c) prior to each Posting, notify us of the identity of your Originating Customers or Customer Entities submitting Samples/Seeds as Advertising Mail and / or Partially Addressed Mail, provided that we may use this information for the sole and exclusive purpose of auditing the relevant Mailing Items for compliance with this Part 1.
- 6.2 Before or after you hand over a Posting to us, or at any time while this Part 1 forms part of your Contract, and if requested by us on not less than 5 Working Days' notice, you agree to allow us to carry out a compliance audit of your supply chain and mailing processes and the supply chain and mailing processes of your Originating Customers, Customer Entities and / or Posting Entities for whom you are handing over Advertising Mail and / or Partially Addressed Mail. You shall provide all reasonable assistance that we reasonably require with any such audit, including but not limited to promptly giving us access to your premises, staff, records and processes and to procuring us access to the premises, staff, records and processes of your Originating Customers, Customer Entities and / or Posting Entities where such access is reasonably required by us for the purpose of our audit.
- 6.3 If we wish to carry out an audit without visiting your premises, you shall co-operate with us by responding fully and promptly to any reasonable requests that we make for information or documentation. This may include, but is not limited to, requiring you to tell us the identity of your Originating Customers or Customer Entities that are submitting seeds in their Posting. We undertake to keep confidential the identity of those Originating Customers or Customer Entities and to use that information for the sole and exclusive purpose of auditing your compliance with the terms of this Part 1.

- 6.4 For the avoidance of doubt, nothing in this paragraph 6 will restrict us from using the identity of the Originating Customer or Customer Entity for the purpose of paragraph 5.1 where the Data Opt Out has not been exercised by them.
- 6.5 If we (acting reasonably) consider that you have not complied and/or cannot comply fully with the terms of the Contract in relation to Advertising Mail and / or Partially Addressed Mail including the terms of this Part 1, we may:
  - (a) (regardless of any other term of this Contract) suspend your rights under this Part 1 until we are satisfied of your compliance and your ability to comply;
  - (b) (regardless of any other term of this Contract) terminate your rights under this Part 1 if we reasonably consider it appropriate; and
  - (c) where we can demonstrate that you have not fully complied with the terms of this Part 1 in respect of specific Advertising Mail and / or Partially Addressed Mail and where you have benefited from the charges available for Advertising Mail and / or Partially Addressed Mail (as applicable), we may require you to pay us:
    - (i) a sum equal to the difference between the aggregate Advertising Mail and / or Partially Addressed Mail charges paid as part of such Posting(s) and the appropriate Access Service charges that would have been payable by you for such Posting(s) under the Contract for Mailing Items that do not qualify as Advertising Mail and / or Partially Addressed Mail; and
    - (ii) our reasonable costs and expenses incurred in carrying out the audit and calculating the amount due from you under paragraph 6.5(c)(i) above.

#### 7 Discount

7.1 Only Mailing Items eligible for Advertising Mail and / or Partially Addressed Mail that you hand over to us and we accept will qualify for the Discount. For the avoidance of doubt, the relevant Discount will nonetheless apply provided such Mailing Items comply with paragraph 2 even if the Data Opt Out has been exercised in accordance with paragraph 5.2(b) or 5.2(c) (as applicable). All Discounts shall be credited to you on the occasion of each Daily Posting in line with the payment terms set out in clause 11 of the General Access Terms and Conditions.

#### 8 Withdrawal

8.1 Regardless of any other term of this Contract, we may withdraw the Advertising Mail and / or Partially Addressed Mail service on 4 months' written notice in which event this Part 1 will terminate at the expiry of that notice period.

## Part 2 – Royal Mail Business Mail Large Letter™

# 1 Background

1.1 This Part 2 sets out the terms on which you and we agree that you may post Business Mail Large Letters. References to a 'Posting' in this Part 2 shall be to a Business Mail Large Letters Posting.

## 2 Business Mail Large Letter Specification

2.1 Mailing Items in a Posting must meet the Access Service Specification relevant for the Posting and you must comply with all of your obligations under this Part 2 and the User Guide.

## 3 Audit and non-compliance

- 3.1 We must be reasonably satisfied at all times that you can comply, and are complying, with the terms of the Contract in relation to Business Mail Large Letter including the terms of this Part 2. Without prejudice to your obligation to ensure all Mailing Items handed over to us as Business Mail Large Letters meet the requirements of this Part 2 and to satisfy us of your ability to comply and your continued compliance with these terms, you agree, among other things, to:
  - (a) allow us to carry out a compliance audit in line with paragraphs 3.2 and 3.3; and
  - (b) provide us with the identity of your Originating Customers, Customer Entities and/or Posting Entities on request, provided that we may use this information for the sole and exclusive purpose of auditing the relevant Mailing Items for compliance with this Part 2.
- 3.2 Before or after you hand over to us a Posting, or at any time while this Part 2 forms part of your Contract, and if requested by us on not less than 5 Working Days' notice, you agree to allow us to carry out a compliance audit of your supply chain and mailing processes and the supply chain and mailing processes of your Originating Customers, Customer Entities and/or Posting Entities for whom you are handing over Business Mail Large Letters. You shall provide all reasonable assistance that we reasonably require with any such audit, including but not limited to promptly giving us access to your premises, staff, records and processes and to procuring us access to the premises, staff, records and processes of your Originating Customers, Customer Entities and/or Posting Entities where such access is reasonably required by us for the purpose of our audit.
- 3.3 If we wish to carry out an audit without visiting your premises, you shall co-operate with us by responding fully and promptly to any reasonable requests that we make for information or documentation.
- 3.4 If we (acting reasonably) consider that you have not complied and/ or cannot comply fully with the terms of the Contract in relation to Business Mail Large Letters including the terms of this Part 2, we may:

- (a) where we can demonstrate that you have not fully complied with the terms of this Part
   2 and where you have benefitted from the charges available for Business Mail Large
   Letters, we may require you to pay us:
  - a sum equal to the difference between the aggregate Access Charges you paid and the appropriate Access Charges that would have been payable by you for such Mailing Items under the Contract for Mailing Items that do not qualify as Business Mail Large Letters; and
  - (ii) our reasonable costs and expenses incurred in carrying out the audit and calculating the amount due from you under paragraph 3.4(a)(i) above; and/or
- (b) (regardless of any other term of this Contract) suspend your rights under this Part 2 until we are satisfied of your compliance and your ability to comply; and
- (c) (regardless of any other term of this Contract) terminate your rights under this Part 2 if we reasonably consider it appropriate.

## 4 Withdrawal

4.1 Regardless of any other term of this Contract, we may withdraw this Service on at least 70 days' written notice in which event this Part 2 will terminate at the expiry of that notice period.

#### <u>10-88230769-12\334470-572</u>

# Part 3 – Royal Mail Magazine Subscription Mail™

# 1 Background

1.1 This Part 3 sets out the terms on which you and we agree that you may post Magazine Subscription Mail. References to a 'Posting' in this Part 3 shall be to Magazine Subscription Mail Posting.

# 2 Requirements for Magazine Subscription Mail

- 2.1 Mailing Items in a Posting must meet the Access Service Specification relevant for the Posting and you must comply with all of your obligations under this Part 3 and the User Guide.
- 2.2 In addition to the other specifications and requirements for Magazine Subscription Mail set out in the User Guide, you must also ensure that:
  - (a) each Title is posted at least two times per year; and
  - (b) each Magazine Subscription Mail Posting contains a minimum of 1,000 Mailing Items.

# Part 4 - Trunking Services

## 1 Background

- 1.1 From time to time we may offer one or more services where you and we agree that you may hand over Mailing Items for specified Postcode Areas at an alternative Inward Mail Centre to the one required by paragraph 1.1 of Schedule 2 (<u>Priority</u> Service Standard and General Service Obligations) and we will transport such Mailing Items to the destination Inward Mail centre on your behalf. This Part 4 sets out the terms on which you and we agree that such a service shall be operated.
- 1.2 The Trunking Services between a specified Handover Inward Mail Centre and a specified Destination Inward Mail Centre shall each operate as a separate Trunking Scheme for a fixed period. You may apply to participate in one or more Trunking Schemes in any given year by following the application process specified in paragraph 3.
- 1.3 The availability of Trunking Services shall be at our sole discretion. We shall publish potential and live Trunking Schemes on our Website.

#### 2 Trunking Schemes

- 2.1 Subject to you complying with the terms of this Part 4, during the term of this Part 4 and for each Trunking Scheme that you participate in we shall transport (in accordance with the Trunking Scheme Particulars for that Trunking Scheme) to the Destination Inward Mail Centre, Mailing Items for the Destination Postcode Areas, which have been handed over by you to us at the Handover Inward Mail Centre in accordance with the Trunking Specification (set out in the User Guide) and, up to and including Your York Allocation for that Trunking Scheme.
- 2.2 For the avoidance of doubt, each Trunking Scheme shall terminate upon the end of the relevant Trunking Scheme Period and shall not automatically continue or renew unless mutually agreed between the parties (in writing). If there is more than one Trunking Scheme operating at any time, it is agreed that each Trunking Scheme may cease to operate and be capable of being terminated without that resulting in any other concurrent Trunking Scheme ceasing to operate or being terminated as a necessary consequence.

#### 3 Application to participate in Trunking Schemes

- 3.1 In order for a Trunking Scheme to be viable, a single or multiple Carrier(s) committing to a minimum volume of Mailing Items must enter into each Trunking Scheme. The minimum viable volume of Mailing Items for each potential Trunking Scheme shall be determined by us at our sole discretion.
- 3.2 Each Trunking Scheme shall operate for a fixed term specified in the Trunking Scheme Particulars, starting on the Trunking Scheme Start Date (the **Trunking Scheme Period**). The application process for each Trunking Scheme shall be conducted as follows:

# <u>10-88230769-12\334470-572</u>

- (a) we shall publish details of each potential Trunking Scheme no later than 60 days prior to the relevant Trunking Scheme Start Date on our Website and shall concurrently notify you by email on each occasion such details are published;
- (b) you may express your interest in participating in a Trunking Scheme during the Application Period by submitting a copy of the Trunking Scheme application form located on our Website;
- (c) after the end of the Application Period, we shall assess the carrier applications for that Trunking Scheme to determine if it is operationally viable. If, at our sole discretion, we determine that the potential Trunking Scheme is operationally viable, we shall notify you of Your York Allocation, Royal Mail's Transportation Cost and the corresponding Trunking Fee;
- (d) you shall tell us in writing within 7 days of receipt of the notice described in paragraph 3.2(c) if you no longer wish to participate in the relevant Trunking Scheme on that basis. If you do not respond in that period, that will be deemed to be acceptance of Your York Allocation and the corresponding Trunking Fee, and acceptance of your participation in the relevant Trunking Scheme generally;
- (e) we will review the carrier responses and/or the deemed acceptances for each potential Trunking Scheme and notify you if the Trunking Scheme is viable to proceed; and
- (f) each Trunking Scheme shall commence from the relevant Trunking Scheme Start Date and (subject to paragraph 7) continue for the relevant Trunking Scheme Period.

## 4 The Trunking Specification

- 4.1 You must adhere to the Trunking Specification when participating in Trunking Schemes.
- 4.2 Provided that you have complied with the Trunking Specification, we will use reasonable endeavours to:
  - (a) receive the Yorks that you have unloaded from your vehicle and load them onto our vehicle for transportation to the Destination Inward Mail Centre;
  - (b) transport the relevant Mailing Items to the Destination Inward Mail Centre on the same Working Day; and
  - (c) unload Yorks at the Destination Inward Mail Centre.
- 4.3 On arrival at the Destination Inward Mail Centre, we shall process the relevant Mailing Items in accordance with the Contract, and such Mailing Items will for the purposes of paragraph 2.2 of Schedule 2 (<u>Priority</u> Service Standard and General Service Obligations) be deemed to have been presented at the Destination Inward Mail Centre on the same Working Day on which it was presented at the Handover Inward Mail Centre.

#### 5 York Allocation

Our agreement to transport Mailing Items on your behalf under each Trunking Scheme is fixed at a maximum number of Yorks per Posting as notified to you in accordance with paragraph

# <u>10-88230769-12\334470-572</u>

I

3.2(c) above. If you deliver Yorks in excess of Your York Allocation to the Handover Inward Mail Centre as part of a Posting then we may, at our sole discretion, chose to reject some or all of these excess Yorks. We shall owe you no liability for any losses that you suffer as a result of our rejection of such excess Yorks.

## 6 Trunking Fee

- 6.1 In consideration for us providing the Trunking Services, you agree to pay the Trunking Fee in accordance with this paragraph 6.
- 6.2 The Trunking Fee is a single fee for the fixed Trunking Scheme Period and will be calculated by apportioning Royal Mail's Transportation Cost between all carriers that have agreed to participate in a Trunking Scheme ("**Carriers**") using the following two-stepped formula:

For the STEP 1: Your York Allocation x 100 = per cent of Royal Mail's Transportation avoidance of Cost to be paid by you ("Your doubt, if you Carrier Combined York Percentage") are the sole Allocation Carrier participating STEP 2: Multiply Royal Mail's Transportation Cost by Your Percentage in any Trunking Scheme (and we have deemed that Trunking Scheme to be viable notwithstanding that you are the only Carrier participating), you shall pay 100 per cent of Royal Mail's Transportation Cost.

6.3 The Trunking Fee for each Trunking Scheme is payable in full in advance of the Trunking Scheme Start Date.

# 7 Termination and Suspension

- 7.1 We reserve the right to unilaterally suspend any Trunking Scheme at any time if the Trunking Services are affected by a Disruptive Event.
- 7.2 Regardless of any other term of this Contract, either of us may terminate any Trunking Scheme(s) or this Part 4 by giving the other Party not less than 30 days' written notice.
- 7.3 If a change in law, change in regulation or decision by any regulatory body results in the Trunking Services becoming economically unviable, we may either:
  - (a) notify you of our intention to charge an uplift to the Trunking Fees (**Fees Uplift**) (**Uplift Notice**); or
  - (b) terminate the Trunking Scheme(s) which has become economically unviable on 30 days' notice.
- 7.4 Where we notify you of the charges uplift in accordance with paragraph 7.3(a), you must notify us within 10 days of the receipt of the Uplift Notice whether you would be prepared to accept the Fees Uplift and the parties shall meet to discuss and agree in good faith any Fees Uplift.

- 7.5 Once the parties have agreed any Fees Uplift in accordance with paragraph 7.4, the Fees Uplift shall be payable by you in accordance with the payment terms agreed between us in the General Access Terms and Conditions.
- 7.6 If you do not respond to the Uplift Notice within the time period stated in paragraph 7.4 or you notify us that you do not wish to accept any Fees Uplift, we will have the right to terminate the Trunking Scheme(s) to which the Uplift Notice relates in accordance with paragraph 7.3(b).

## 8 Consequences of Suspension or Termination

- 8.1 You acknowledge that we have incurred costs in relation to the delivery of the Trunking Services and accordingly you agree that you shall not be entitled to a refund of any Trunking Fees in the event of:
  - (a) termination by you for convenience pursuant to paragraph 7.2, if you are not the sole Carrier participating in that Trunking Scheme;
  - (b) termination by us for your breach of contract or Insolvency Event pursuant to clause
     7.2 of the General Access Terms and Conditions; or
  - (c) (subject to paragraph 8.2) termination for any other reason.
- 8.2 You shall be entitled to a refund of the portion of the Trunking Fees that have been paid in advance in respect of Trunking Services not provided by us subsequent to termination only if any of the following occurs:
  - (a) termination by us for convenience pursuant to paragraph 7.2;
  - (b) termination by you for convenience pursuant to paragraph 7.2 if you are the sole Carrier participating in that Trunking Scheme;
  - (c) termination by us arising as a consequence of a change in law, change in regulation or decision by any regulatory body pursuant to paragraph 7.3(b); or
  - (d) termination by you for our breach of contract or Insolvency Event pursuant to clause
     7.2 of the General Access Terms and Conditions,

in which case your refund will be calculated by reference to the proportion of the Trunking Scheme Period that has not elapsed as at the effective date of termination, less any costs that we have incurred in anticipation of providing the affected Trunking Scheme that we are unable to recover following termination or other costs that we reasonably incur as a consequence of such termination.

8.3 For the avoidance of doubt the termination or expiry of this Part 4, or for the duration of any period of suspension, shall not affect your Contract and the terms of your Contract will continue to apply in their entirety (including, for the avoidance of doubt, terms of your Contract that require you to hand over Mailing Items to an Inward Mail Centre that bear Postcodes served by that particular Inward Mail Centre).

8.3

<sup>10-88230769-12\334470-572</sup> 

# Part 5- Standard Service

# 1 Background

1.1 <u>This Part 5 sets out the terms on which you and we agree that you may post Standard</u> <u>Postings.</u>

## 2 Specifications for Standard Postings

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

# 3 The D+3 Service Standard

- 3.1 We aim to deliver or attempt to deliver your Standard Mailing Items within 2 Weekdays following the Standard Handover Date. For the purposes of this Part 5, the Standard Handover Date means:
  - (a) where the date the handover occurred or is deemed to have occurred in accordance with the terms of each Access Contract is a Weekday, that Weekday; or
  - (b) where the date the handover occurred is a Saturday, the first Weekday following that date.
- 3.2 The Priority Service Standard set out in paragraph 2.2 of Schedule 2 (Priority Service Standard and General Service Obligations) shall not apply to Standard Mailing Items. As an alternative service standard, the following shall apply in respect of Standard Mailing Items (the D+3 Service Standard):
  - (a) subject to you complying with the terms of this Contract, the D+3 Service Standard is that we shall deliver or attempt to deliver 95 per cent of the aggregate number of Standard Mailing Items handed over to us by all Access Customers with a correct Delivery Address in the United Kingdom to the relevant address on a day that is no later than the second Weekday after the relevant Standard Handover Date provided that:
    - (i) our performance against the D+3 Service Standard shall be calculated by reference to our aggregate average performance over the Service Standard Period;
    - (ii) any Mailing Items that are handed over to us as part of other Services we agree to provide to an Access Customer under this Access Contract that have a separate service standard shall not count towards the calculation of the D+3 Service Standard; and
    - (iii) we shall be entitled to deduct from the calculation of our performance against the D+3 Service Standard the following types of Standard Mailing Items:

#### <u>10-88230769-12\334470-572</u>

I

- (A) Standard Mailing Items handed over to us by an Access Customer that are not accepted by us in line with the terms of their respective Access Contract;
- (B) <u>Standard Mailing Items the delivery of which is affected by a</u> Disruptive Event during the relevant Service Standard Period;
- (C) Standard Mailing Items that have been lost (including Standard Mailing Items which have not been delivered within 15 Weekdays of the date on which we accepted them from an Access Customer in line with the terms of their respective Access Contract); and/or
- (D) <u>Standard Mailing Items with a delivery address outside the United</u> <u>Kingdom.</u>

#### Calculating our performance against the D+3 Service Standard

- 3.3 For each Service Standard Period we (or an independent company) will measure how we have performed against the D+3 Service Standard. As the holder of an Access Contract you agree to participate in the process of measuring the D+3 Service Standard if you are asked to do so by us or the independent company responsible for that process.
- 3.4 In respect of each Service Standard Period, in order to calculate our performance against the D+3 Service Standard we will:
  - (a) measure the aggregate volume of Standard Mailing Items handed over to us by all Access Customers during the relevant Service Standard Period, including all relevant Agency Postings (Standard Aggregate Base Volume);
  - (b) determine the aggregate volume of Standard Mailing Items that are excluded from the calculation of our performance against the D+3 Service Standard in line with the provisions of paragraph 3.2(a)(iii) above (**Standard Aggregate Excluded Mailing Items**);
  - (c) deduct from the Standard Aggregate Base Volume the Standard Aggregate Excluded Mailing Items to determine the aggregate volume Standard Mailing Items that will be taken into account for the purpose of determining our performance against the D+3 Service Standard (Standard Aggregate Eligible Mailing Items);
  - (d) measure the percentage of the Standard Aggregate Eligible Mailing Items which we delivered or attempted to deliver to the relevant address in accordance with the requirements of paragraph 3.2 above, to determine our anticipated performance against the D+3 Service Standard (**Standard Estimate Performance**);
  - (e) adjust the Standard Estimate Performance by adding to the Standard Estimate Performance a positive confidence limit of no more than 1 per cent, to determine our performance against the D+3 Service Standard (**Standard Actual Performance**).

A worked example of how the mechanism in paragraph 3.4 above will apply is included below. The worked example is provided for illustration purposes only and shall not be binding on us.

#### <u>10-88230769-12\334470-572</u>

I

## Worked Example

Where:

- (a) the Standard Aggregate Base Volume is 1,000,000 Standard Mailing Items; and
- (b) the Standard Aggregate Excluded Mailing Items is 100,000 Standard Mailing Items,

we will deduct the Standard Aggregate Excluded Mailing Items from the Standard Aggregate Base Volume to derive a figure of 900,000 Standard Aggregate Eligible Mailing Items. Where we delivered or attempted to deliver 819,000 of the 900,000 Standard Aggregate Eligible Mailing Items in accordance with the requirements of paragraph 3.2 above, the Standard Estimate Performance shall be 91 per cent.

Where:

- a) the Standard Estimate Performance achieved by us is 91.0 per cent; and
- b) the upper accuracy / confidence limit is 0.6 per cent for that Service Standard Period,

our Standard Actual Performance against the D+3 Service Standard for the relevant Service Standard Period will be 91.6 percent.

3.5 We will publish on our Website our Standard Actual Performance against the D+3 Service Standard for each Service Standard Period within 60 Working Days of the end of that Service Standard Period.

# Adjustments to our published performance against the D+3 Service Standard

- 3.6 Subject to paragraph 3.7 below, we shall be entitled to adjust the Standard Actual Performance to account for any Standard Mailing Items affected by a Disruptive Event that took place during the relevant Service Standard Period that have not been included in the calculation of the Standard Aggregate Excluded Mailing Items (Standard Adjusted Performance).
- 3.7 We must publish our Standard Adjusted Performance within 14 days of the end of the Service Standard Period during which the Standard Actual Performance was published. The Standard Adjusted Performance shall take precedence over the Standard Actual Performance for that Service Standard Period.

# Calculating the Standard Performance Rebate Amount

3.8 Subject to paragraph 3.10 below, we must pay a performance rebate amount in respect of a Service Standard Period if (but only if) our D+3 Service Standard Performance is less than the Compensation Target for the Standard Service (**Standard Performance Rebate Amount**) for that Service Standard Period (and in all other circumstances we shall not be obliged to pay any amount in respect of our failure to meet the D+3 Service Standard for that Service Standard Period).

# <u>10-88230769-12\334470-572</u>

- 3.9 Subject to paragraph 3.10 below, any Standard Performance Rebate Amount that may be due in accordance with paragraph 3.8 will be calculated by us in accordance with the process set out in Appendix 1 (Standard Performance Rebate Amount) to this Part 5 of Schedule 4.
- 3.10 Where we have failed to meet the Compensation Target for the Standard Service in any given Service Standard Period pursuant to paragraph 3.8:
  - (a) we shall deduct the Agency Postings of each of your Relevant Principals from your Standard Individual Base Volume and we will calculate (pursuant to paragraph 3.9) any Standard Performance Rebate Amount that may be due to you in accordance with paragraph 3.8 on the basis of the remainder of your Standard Individual Base Volume;
  - (b) we shall separately calculate (pursuant to paragraph 3.9) any Standard Performance Rebate Amount that is due to your Relevant Principals in respect of their relevant Agency Postings in accordance with paragraph 3.8;
  - (c) we shall pay any Standard Performance Rebate Amount due to you and/or your Relevant Principals in accordance with the provisions of paragraph 5.2 below.
- 3.11 We will periodically review the Compensation Target for the Standard Service to take into account the performance of similar Royal Mail delivery services for letters. Any changes made following such a review will be implemented in accordance with clause 13 of the General Access Terms and Conditions.

# 4 Our maximum liability in respect of the Aggregate Performance Rebate Amount

4.1 The provisions of paragraph 3 of Schedule 2 shall apply to limit our liability to you, all other Access Customers and all Agency Customers (including your Relevant Principals) in respect of our failure to meet the Compensation Target for the Standard Service.

# 5 Our liability for the Standard Performance Rebate Amount

- 5.1 Where the Aggregate Performance Rebate Amount calculated for a Service Standard Period exceeds the relevant Quarterly Cap for that Service Standard Period, we will calculate the percentage of such excess. We will then reduce the relevant Standard Performance Rebate Amount to which you, all other Access Customers and all Agency Customers (including your Relevant Principals) are entitled under this Part 5 of Schedule 4 (as applicable) on a pro-rata basis by reference to that percentage. For the avoidance of doubt, we will adjust any Standard Performance Rebate Amount due to you and to your Relevant Principals (whether paid directly or c/o you) pursuant to paragraph 5.2 in accordance with the mechanism set out in this paragraph 5.1.
- 5.2 Payment of the Standard Performance Rebate Amount (as adjusted in accordance with paragraph 5.1 where applicable) shall be made by way of a credit note against future Postage in accordance with the following provisions:
  - (a) we shall pay any Standard Performance Rebate Amount owed to you, directly to you;
  - (b) where we invoice your Relevant Principals directly, we shall pay the Standard Performance Rebate Amount owed to any such Relevant Principals directly to those Relevant Principals (as applicable); and

(c) where we invoice your Relevant Principals c/o you, we shall pay the Standard Performance Rebate Amount owed to your Relevant Principals to you, by way of (in the case of each such Relevant Principal) a credit note addressed to the Relevant Principal and (in each such case) you shall provide the applicable credit note to the Relevant Principal promptly following receipt of the same from us;

or

- (d) if you have terminated your Contract within a Service Standard Period in respect of which a Standard Performance Rebate Amount is awarded in accordance with paragraph 3.8, by cheque in accordance with the following provisions:
  - (i) we shall pay any Standard Performance Rebate Amount owed to you, directly to you;
  - (ii) where we invoice your Relevant Principals directly, we shall pay any Standard Performance Rebate Amount owed to any such Relevant Principals directly to those Relevant Principals (as applicable); and
  - (iii) where we invoice your Relevant Principals c/o you, we shall pay the Standard Performance Rebate Amount owed to your Relevant Principals to you, by way of (in the case of each such Relevant Principal) a cheque addressed to the Relevant Principal and (in each such case) you shall provide the applicable cheque to the Relevant Principal promptly following receipt of the same from <u>us.</u>
- 5.3 Any Standard Performance Rebate Amount payable to you and / or any of your Relevant Principals in respect of a Service Standard Period shall be paid to you and / or your Relevant Principals (as applicable) within 30 days of the end of the Service Standard Period in which we published our Standard Actual Performance in accordance with paragraph 3.5. Where you are required to provide any credit note and / or cheque to a Relevant Principal pursuant to paragraph 5.2:
  - (a) you confirm (in each case) that you have authority to receive payments on behalf of that Relevant Principal and you shall indemnify us for all liabilities, costs, proceedings or expenses (including reasonable legal expenses) suffered or reasonably incurred by us where you do not have requisite authority to receive such payments (including any claims brought against us by any Agency Customer in respect of the same); and
  - (b) you shall indemnify us for all liabilities, costs, proceedings or expenses (including reasonable legal expenses) suffered or reasonably incurred by us arising from your failure to comply with your obligations under paragraph 5.2 (including any claims brought against us by any Agency Customer in respect of the same).
- 5.4 Notwithstanding any other provision of this Contract or any Agency Customer Contract, you agree on your own behalf and duly authorised for and on behalf of each Relevant Principal that our aggregate liability to you and all Relevant Principals together for our failure to meet the Compensation Target for the Standard Service (including but not limited to any accrued or future liability) shall not exceed the sum of the amounts due to you and/or to your Relevant Principals (where applicable) pursuant to paragraph 5.2. You agree and acknowledge both for yourself and duly authorised for and on behalf of each of your Relevant Principals that we shall have no additional liability, whether in contract, tort (including negligence) or otherwise to you

or any Relevant Principal in respect of our failure to meet the Compensation Target for the Standard Service and that our payment of the Standard Performance Rebate Amounts in aggregate to you and your Relevant Principals in accordance with the terms of this Part 5 of Schedule 4 is in full and final settlement of all liability which we may in aggregate have to you and all Relevant Principals under this Contract or any Agency Customer Contract in respect of our failure to meet the Compensation Target for the Standard Service, including any such liability as may relate to Standard Mailing Items that form part of the Agency Postings handed over to us by you. The above shall apply notwithstanding the fact that payments of the Standard Performance Rebate Amounts are being made to you or to the Relevant Principals.

# Appendix 1

# Standard Performance Rebate Amount

# 1 General

- 1.1 For each Service Standard Period, we will determine:
  - (a) <u>our Standard Actual Performance, our Standard Adjusted Performance (if relevant)</u> and the D+3 Service Standard Performance;
  - (b) <u>your Standard Individual Base Volume, your Standard Access Customer Base Volume</u> and any relevant Standard Agency Base Volume;
  - (c) <u>your Standard Adjusted Mailing Volume and the Standard Agency Adjusted Mailing</u> Volume (where applicable); and
  - (d) <u>the Standard Performance Rebate Amount to which you and your Relevant Principals</u> <u>are each entitled.</u>
- 1.2 In respect of each Service Standard Period, to the extent our D+3 Service Standard Performance:
  - (a) is equal to or greater than the applicable Compensation Target for the Standard Service, no Standard Performance Rebate Amount will be due to you in respect of the relevant Service Standard Period;
  - (b) is less than the applicable Compensation Target for the Standard Service, but equal to or more than the Band 1 Compensation Threshold for the Standard Service, the Standard Performance Rebate Amount which is due to you shall be calculated in accordance with paragraph 3 of this Appendix 1; and
  - (c) is less than the Band 1 Compensation Threshold for the Standard Service, the Standard Performance Rebate Amount which is due to you shall be calculated in accordance with paragraph 4 of this Appendix 1.
- 2 Standard Adjusted Mailing Volume and Standard Agency Adjusted Mailing Volume
- 2.1 <u>We shall first determine your Standard Individual Base Volume for the relevant Service</u> <u>Standard Period.</u>
- 2.2 Subject to paragraph 2.3 below, in respect of any Agency Postings handed over by you to us:
  - (a) we will calculate the Standard Agency Base Volume. The Standard Agency Base Volume will be calculated on the basis of the information you give us pursuant to this Contract and we will not be responsible for the accuracy of such data and/or of the resulting Standard Agency Base Volume; and

- (b) we will deduct each Standard Agency Base Volume from your Standard Individual Base Volume to determine the aggregate volume of Mailing Items in respect of which we may be liable to pay any Standard Performance Rebate Amount directly to you.
- 2.3 Where you have not provided to us with the required information in respect of the volume of Agency Postings handed over by you to us on behalf of any particular Relevant Principal:
  - (a) we will not be able to calculate their Standard Agency Base Volume and/or any Standard Performance Rebate Amount;
  - (b) <u>the volume of such Agency Postings will remain part of your Standard Access</u> Customer Base Volume; and
  - (c) you will be responsible for paying to the Relevant Principal the proportion of the Standard Performance Rebate Amount that we pay to you that is attributable to that Relevant Principal's Agency Postings.
- 2.4 We shall be entitled (in our sole discretion) to deduct from the Standard Access Customer Base Volume (which may include (if applicable) any Agency Postings pursuant to paragraph 2.3 above) an aggregate volume of the following types of Standard Mailing Items to determine the relevant volume of Standard Mailing Items in respect of which we need to calculate the relevant Standard Performance Rebate Amount that we will pay to you (**Standard Adjusted Mailing Volume**):
  - (a) any of your Standard Mailing Items (including, if applicable, any of your Agency Postings pursuant to paragraph 2.3) that are part of the Standard Aggregate Excluded Mailing Items;
  - (b) <u>any of your Standard Mailing Items (including, if applicable, any of your Agency</u> <u>Postings pursuant to paragraph 2.3) that are affected by a Disruptive Event that took</u> <u>place during the relevant Service Standard Period that have not already been included</u> <u>in the calculation of the Standard Aggregate Excluded Mailing Items;</u>
  - (c) <u>any Missorted Standard Mailing Items and any Standard Mailing Items in Misrouted</u> Containers, that are handed over by you and which we accept;
  - (d) the Standard Mailing Items which we accept but which exceed the Tolerance set out in section 10.4.2(b) of the User Guide. For the avoidance of doubt, such exclusion shall apply only in relation to the volume of Standard Mailing Items that have been "under forecasted" as further detailed in section 10.4.2(b); and
  - (e) any Standard Mailing Items which are handed over by you outside of the Access Window and / or outside of your booked Access Slot (as applicable) and which we accept.
- 2.5 We shall be entitled (in our sole discretion) to deduct from the Standard Agency Base Volume an aggregate volume of the following types of Standard Mailing Items to determine the relevant volume of Standard Mailing Items in respect of which we need to calculate the relevant Standard Performance Rebate Amount that we will pay to each Relevant Principal (**Standard Agency Adjusted Mailing Volume**):
- <u>10-88230769-12\334470-572</u>

- (a) <u>any Standard Mailing Items that form part of the Relevant Principals' Agency Postings</u> and that are part of the Standard Aggregate Excluded Mailing Items;
- (b) any Standard Mailing Items that form part of the Relevant Principals' Agency Postings and that are affected by a Disruptive Event that took place during the relevant Service Standard Period that have not already been included in the calculation of the Standard Aggregate Excluded Mailing Items;
- (c) <u>any Missorted Standard Mailing Items that form part of the Relevant Principals'</u> <u>Agency Postings.</u>

# 3 Standard Performance Rebate Amount at Band 1

- 3.1 Where (in respect of any Service Standard Period), our D+3 Service Standard Performance is less than the applicable Compensation Target for the Standard Service, but equal to or greater than the Band 1 Compensation Threshold for the Standard Service, we shall calculate the relevant Standard Performance Rebate Amount in accordance with the following mechanism:
  - (a) we shall calculate the applicable compensation percentage by subtracting the D+3 Service Standard Performance from the Compensation Target for the Standard Service (Standard Compensation Percentage);
  - (b) we shall multiply the Standard Compensation Percentage by your Standard Adjusted Mailing Volume or the Standard Agency Adjusted Mailing Volume (as applicable) to determine the volume(s) of Standard Mailing Items that have been delivered by us between the Band 1 Compensation Threshold for the Standard Service and the Compensation Target for the Standard Service (**Standard Applicable Volume(s**)); and
  - (c) we shall multiply the Standard Applicable Volume(s) by the Band 1 Compensation Rate for the Standard Service to calculate the relevant Standard Performance Rebate Amount due to you and/or to your Relevant Principals (as applicable) under this paragraph 3.

# 4 <u>Standard Performance Rebate Amount at Band 2</u>

- 4.1 Where (in respect of any Service Standard Period), our D+3 Service Standard Performance is less than the Band 1 Compensation Threshold for the Standard Service, we shall calculate the relevant Standard Performance Rebate Amount in accordance with the following mechanism:
  - (a) we shall multiply your Standard Adjusted Mailing Volume or the Standard Agency Adjusted Mailing Volume (as applicable) by the difference between the Compensation Target for the Standard Service and the Band 1 Compensation Threshold for the Standard Service (expressed as a percentage) to calculate the volume(s) of Standard Mailing Items to which we apply the Band 1 Compensation Rate for the Standard Service (Standard Band 1 Applicable Volume(s)); and
  - (b) we shall multiply the Standard Band 1 Applicable Volume(s) by the Band 1 Compensation Rate for the Standard Service to calculate the applicable Standard

## 10-88230769-12\334470-572

I

Performance Rebate Amount(s) due at the Band 1 Compensation Rate for the Standard Service (Standard Band 1 Compensation(s));

- (c) we shall determine the applicable compensation percentage that is relevant to determining the level of compensation due to you and / or your Relevant Principals where our D+3 Service Standard Performance is less than the Band 1 Compensation Threshold for the Standard Service by subtracting the D+3 Service Standard Performance from the Band 1 Compensation Threshold for the Standard Service (Standard Band 2 Compensation Percentage);
- (d) we shall multiply the Standard Band 2 Compensation Percentage by the Standard Adjusted Mailing Volume or the Standard Agency Adjusted Mailing Volume (as applicable) to determine the volume(s) of Standard Mailing Items that have been delivered by us between the Band 2 Compensation Threshold for the Standard Service and the Band 1 Compensation Threshold for the Standard Service (Standard Band 2 Applicable Volume(s));
- (e) we shall multiply the Standard Band 2 Applicable Volume(s) by the Band 2 Compensation Rate for the Standard Service to determine the applicable Standard Performance Rebate Amount(s) due at the Band 2 Compensation Rate for the Standard Service (**Standard Band 2 Compensation(s)**); and
- (f) we shall add the Standard Band 1 Compensation and Standard Band 2 Compensation to determine the total Standard Performance Rebate Amount due to you and/or to your Relevant Principals (as applicable) under this paragraph 4.

## Schedule 5

## **Operational Presentation Facilities**

## **General Section**

You may opt to use certain of our Operational Presentation Facilities services, in line with the Contract and the following Parts of this Schedule 5:

- Part 1 Mixed Weight;
- Part 2 Tray Decanting Discontinued;
- Part 3 Acceptance by Vehicle;
- Part 4 Mixing Supply Chain IDs;
- Part 5 Digital Stamps; and
- Part 6 49-Way Sort Mech Letter Option.

This Schedule 5 sets out the terms and conditions which apply to the use of those Operational Presentation Facilities. Defined terms in this Schedule 5 will have the meaning given to them in Schedule 1 (Definitions and Interpretation).

# Part 1 – Mixed Weight

# 1 Background

1.1 This Part 1 sets out the terms on which we both agree that you may designate certain Containers of Mailing Items as 'Mixed Weight'.

# 2 Mixed Weight Specification

2.1 You must comply with all of your obligations under this Part 1 and the User Guide when presenting Mailing Items as Mixed Weight.

# 3 Audit and non-compliance

- 3.1 Before you post Mixed Weight Mailing Items under this Contract, we must be reasonably satisfied that you can comply with the terms of this Part 1. Among other things, we may require you to allow us to carry out a compliance audit of your supply chain and mailing processes.
- 3.2 Before or after you post Mixed Weight Mailing Items, and at any time while the Contract is in force, we may audit your ability to comply, and audit your actual compliance, with the terms of this Part 1. However, regardless of any such audit, it is your responsibility to ensure that you comply with the terms of this Part 1.
- 3.3 We shall give you reasonable notice (being not less than 5 Working Days) of any audit that we intend to carry out under paragraph 3.2. You shall provide all reasonable assistance that we reasonably require with any such audit, including but not limited to promptly giving us access to your premises, staff, records and processes. If we wish to carry out an audit without visiting your premises, you shall co-operate with us by responding fully and promptly to any reasonable requests that we make for information or documentation.
- 3.4 If we (acting reasonably) consider that you have not complied and/or cannot comply fully with this Part 1, we may (regardless of any other term of this Contract):
  - (a) suspend your rights under this Part 1 until we are satisfied of your compliance and ability to comply; or
  - (b) terminate your rights under this Part 1 if we reasonably consider it appropriate.

## 4 Change and withdrawal

4.1 Regardless of any other term of this Contract, we may change or withdraw this Service on 70 days' written notice. If withdrawn, this Part 1 will terminate at the expiry of that notice period.

# Part 2 – Tray Decanting - Discontinued

# <u>10-88230769-12\334470-572</u>

109

# Part 3 – Acceptance by Vehicle

## 1 Background

- 1.1 This Part 3 sets out the terms on which we agree to process Mailing Items:
  - (a) that have been presented at an Inward Mail Centre in line with the terms of the Contract and where you have used Segregation by Format;
  - (b) which are presented in Yorks (and, for clarity, this does not include Mailing Items which you are required to manually transfer into empty Yorks upon arrival at an Inward Mailing Centre); and
  - (c) the details of which have been reported to us by the vehicle on which they arrived, in line with the terms of this Part 3.

For clarity, the terms of your Contract and the User Guide will continue to apply to Mailing Items that you hand over at an Inward Mail Centre which you do not present for processing under the provisions of this Part 3.

1.2 This Part 3 shall only apply where you are deemed a Carrier.

## 2 Your Contract and Acceptance by Vehicle

- 2.1 The Contract sets out your obligations on how to present Mailing Items to us, procedures for processing your Mailing Items and procedures for handling your Mailing Items that do not comply with the terms of the Contract. Subject to paragraph 2.2, these obligations and procedures shall continue to apply to the extent they are not changed under this Part 3.
- 2.2 For clarity, we both agree that the terms of Sections 6.5(a) and 6.5(c) 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 3.
- 2.3 We both agree to comply with the relevant terms of the User Guide and the terms of this Part3.

## 3 Tri-Slot Mail Centres

- 3.1 You must submit a request to us using the form published on our Website, as updated from time to time in order to:
  - (a) designate an Inward Mail Centre as a Tri-Slot Mail Centre; and/or
  - (b) book Tri-Access Slots at a Tri-Slot Mail Centre.
- 3.2 We may accept or deny any request submitted pursuant to paragraph 3.1 at our absolute discretion, taking into account the operational resources available at the relevant Inward Mail Centre at the time of the request.

- 3.3 If, at any time, we reasonably decide that due to operational reasons:
  - (a) we will not be able to keep an Inward Mail Centre designated as a Tri-Slot Mail Centre; and/or
  - (b) 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.

## 4 Termination

- 4.1 Regardless of any other term of this Contract, either of us may terminate the terms of this Part 3:
  - (a) by giving the other not less than 7 days' written notice if the other Party commits any material or persistent breach of the terms of this Part 3 and, where the breach can be remedied, it has not been remedied within 7 days of the Party in breach having been notified of the breach by the other and asked to take steps to remedy the breach; and
  - (b) by giving the other Party not less than 6 months' written notice.

## 5 Development of Acceptance by Vehicle

- 5.1 We both recognise that the Acceptance by Vehicle process is pioneering in nature. Either you or we may therefore consider, once this Part 3 has taken effect, that Part 3 does not address matters which should be addressed or that the operational elements do not function in a desirable way. If so, we both agree to work together in good faith to try and resolve any such issues. If we both fail to agree on how to resolve such issues, the terms of this Part 3 may be terminated in line with paragraph 4.1(b).
- 5.2 We both agree that the Acceptance by Vehicle process will be introduced in phases to be agreed between you and us acting reasonably and in line with the activities of the ABV Implementation Timeline.
- 5.3 We both recognise that once you are accessing all Inward Mail Centres under the Acceptance by Vehicle process, you will be providing us with Vehicle Manifests for all Mailing Items you handover to us each Handover Day. As part of the Acceptance by Vehicle process, you and we agree to consider whether the provision of the Vehicle Manifest might operate as a suitable alternative to the Exceptions Process.

<u>10-88230769-12\334470-572</u>

I

# Part 4 – Mixing Supply Chain IDs

# 1 Background

- 1.1 This Part 4 sets out the terms on which we agree for you to mix Mailmark Mailing Items belonging to different SCIDs into Containers (**Mixing SCIDs**) and applies to Mailing Items that are presented at an Inward Mail Centre in accordance with the terms of your Contract and this Part 4.
- 1.2 Before you can hand over Mixed SCID Containers to us you must, at your own cost, undertake all systems and procedural changes required to enable you to meet the Mixing SCIDs Specification and notify us in writing once you have done this.
- 1.3 Once we have confirmed that you have made all such changes referred to in paragraph 1.2 we will notify you of the Mixing SCIDs Start Date.

## 2 Mixing Supply Chain IDs Specification

- 2.1 Your Contract 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 2.2, 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.
- 2.2 For clarity, we both agree that the terms of Paragraph 2.1(b)(ii) of Appendix G, Paragraph 2.1(b)(ii) of Appendix I, Paragraph 4.1(a) of Appendix G, Paragraph 6.1(a) of Appendix I and Paragraph 9.1(b) of Appendix M 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 5 (including the Mixing SCIDs Specification).

## 3 Termination

Regardless of any other term of your Contract:

- (a) either of us may terminate this Part 4:
  - by giving the other not less than 30 days' written notice if the other Party commits any material or persistent breach of the terms of this Part 4;
  - (ii) on written notice to the other with immediate effect if Part 1 of Schedule 8 (Mailmark® Options) is terminated for whatever reason;
- (b) we may terminate this Part 4 by giving you no less than 6 months' written notice.

## 4 Development of Mixing SCIDs

4.1 We both recognise that Mixing SCIDs is pioneering in nature. Either you or we may consider, once this Part 4 has taken effect, that this Part 4 (including the Mixing SCIDs Specification) does not address matters which should be addressed, or that the technical and operational

elements of Mixing SCIDs do not function in a desirable way. If so, we both 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 Mixing SCIDs Specification in accordance with the terms of your Contract.

4.2 Without prejudice to paragraph 4.1, we may change the terms of this Part 4 (including the Mixing SCIDs Specification) at any time in accordance with clause 13.2(a)(i) of the General Access Terms and Conditions.

## Part 5 – Digital Stamps

## 1 Background

- 1.1 This Part 5 sets out the terms on which we both agree that you may use digital reproductions of Royal Mail standard stamp designs, cancellation marks and the Royal Mail Cruciform on Mailing Items as illustrated in the User Guide (the **"Digital Stamp Indicator**"). The protections afforded to a Royal Mail Access Indicator under the Contract will also apply to each Digital Stamp Indicator (including but not limited to clauses 15 and 16 of the General Access Terms and Conditions).
- 1.2 We both agree that the terms 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 5.

## 2 Digital Stamps Specification

- 2.1 If you comply with your obligations under the Contract, including the User Guide and this Part 5, we will permit you to use Digital Stamp Indicators on Mailing Items posted under Royal Mail Mailmark.
- 2.2 In respect of each Mailing Item that uses a Digital Stamp Indicator, you shall ensure that the design, print and production of the Digital Stamp Indicator used complies with the requirements of the Digital Stamp Design Specification set out in the User Guide.
- 2.3 If you do not comply with the terms of this Part in your use of Digital Stamp Indicators on Mailing Items and, as a consequence, your Mailing Items are not machine-readable and require manual or other intervention, we may apply an Adjustment in line with the User Guide.
- 2.4 You agree to cooperate with us and satisfy our reasonable requests for information and samples for the purposes of us maintaining quality control. You agree to provide to us the dates of each of your mailings that use Digital Stamp Indicators and the Inward Mail Centres used for such mailings.

## 3 Changes and Termination

- 3.1 We reserve the right to withdraw any of the Digital Stamp Indicators on not less than 7 days' prior written notice and we shall process Mailing Items using the withdrawn Digital Stamp Indicator for up to 60 days following the date of the withdrawal notice.
- 3.2 Regardless of any other term of the Contract, we may change the terms of this Part 6 by giving you at least 70 days' prior written notice (or sooner if we both agree in writing).
- 3.3 Regardless of any other term of the Contract, either of us may terminate the terms of this Part6 by giving the other Party not less than 30 days' prior written notice.

## Part 6 – 49-Way Sort Mech Letter Option

## 1 Background

- 1.1 This Part 6 and the User Guide:
  - (a) set out the terms on which we agree to permit you to present certain machinable letters to a lower sortation level, which will reduce the minimum number of SSCs from 86 SSCs to 49 SSCs for those letters (the **49-Way Sort Mech Letter Option**); and
  - (b) specifies the specific amendments to your Contract that will apply if this Part 6 forms part of your Contract.

## 2 49-Way Sort Mech Letter Option Specification

- 2.1 Subject to you complying with the terms of this Part 6, you may present the Royal Mail Mailmark Letters at our Inward Mail Centres to those 49 SSCs that are set out in our 49-way sort look-up table (the **49 SSCs**). The 49-way sort look-up table is attached to the file that contains the Access Selection Files on our Website.
- 2.2 You agree that you will continue to present all other Mailing Items to 86 or 1529 SSCs, using the correct Access Selection Files (as appropriate).
- 2.3 Before you can present any Royal Mail Mailmark Letters to 49 SSCs, you must make the necessary changes to your sortation software to enable this. You agree to make such changes (or to instruct your software supplier to do so) before presenting to us any Royal Mail Mailmark Letters at 49 SSCs.
- 2.4 If you present to us:
  - (a) any Royal Mail Mailmark Letters that you wish to sort to 49 SSCs before changing your sortation software in accordance with paragraph 2.3; or
  - (b) any Mailing Items, other than the Royal Mail Mailmark Letters, to 49 SCCs (an **Incorrect Sort**) then:

we may reject the relevant Posting (or segment of a Posting) pursuant to the terms of your Contract and our rights and remedies applicable to incorrect mail presentations (including Section 10 of the User Guide) shall apply.

2.5 Without prejudice to paragraph 2.4, if you present more than two Incorrect Sorts on different days to us then we may also suspend your right to use the 49-Way Sort Mech Letter Option on notice to you until such time as you can demonstrate that the cause of your Incorrect Sorts has been remedied to our reasonable satisfaction.

## 3 Withdrawal

3.1 We may withdraw this Part 7 on giving you at least 190 days' written notice. If we do this, the terms in this Part 7 shall cease to have effect on the expiry of our written notice.

# 10-88230769-12\334470-572

115

## Schedule 6

## **Container Options**

## **General Section**

You may opt to use certain of our Container options, in line with the Contract and the following Parts of this Schedule 6:

- Part 1 Tray Loan;
- Part 2 York Exchange;
- Part 3 York Hire; and
- Part 4 York Leasing.

This Schedule 6 sets out the terms and conditions which apply to the use of those Container options. Defined terms in this Schedule 6 will have the meaning given to them in Schedule 1 (Definitions and Interpretation).

#### 1 Ownership

1.1 The Royal Mail Containers shall remain our property at all times.

## 2 Your Obligations

- 2.1 The obligations set out in this paragraph 2 shall apply in addition to the obligations applicable to the Container option selected, set out in the relevant Part of this Schedule 6 and elsewhere in this Contract.
- 2.2 You:
  - (a) shall use the Royal Mail Containers to transport the relevant permitted Mailing Items for each Royal Mail Container as set out in the User Guide (or empty mail bags or trays, if applicable) between:
    - (i) your or your Associates' premises and your customers' premises or those of their agents or sub-contractors; and
    - (ii) between any premises referred to in paragraph 2.2(a)(i) and our Inward Mail Centres; and
  - (b) may move empty Royal Mail Containers between your premises and those referred to in paragraph 2.2(a)(i) to meet your reasonable operational requirements,

to fulfil your obligations under the Contract. You shall ensure that Royal Mail Containers are not used to transport Mailing Items between any other premises or for any other purpose (including in respect of our other postal services).

## 2.3 You shall not:

- (a) create or allow the creation of any lien or charge over the Royal Mail Containers; or
- (b) sell, hire, lend, charge or otherwise dispose of or allow any third party to use or take possession of the Royal Mail Containers without our prior written consent.
- 2.4 Subject to paragraph 2.2, you shall not allow any Royal Mail Containers to be used for mail that is to be collected, conveyed or delivered by any third party.
- 2.5 We may recover any Royal Mail Containers that are in a third party's possession in breach of this Contract or the relevant Part of this Schedule 6.
- 2.6 You shall keep the Royal Mail Containers in good condition (fair wear and tear excepted). You shall immediately report any damage to the Containers to us.
- 2.7 Without prejudice to paragraph 3 below, you shall keep the Royal Mail Containers in a secure place at all times when they are not being used for the purposes set out in paragraph 2.2.
- 2.8 You shall ensure that the Royal Mail Containers are not misused. You shall ensure that you do not in any way damage our reputation in using the Royal Mail Containers.
- 2.9 You shall collect and return the Royal Mail Containers at your own expense.

## 3 Loss and Damage

- 3.1 We may recover our reasonable costs incurred in relation to all Royal Mail Containers that are lost, stolen, damaged or destroyed while in your custody, control or possession or that of your Associates, customers or sub-contractors of your customers, howsoever such loss, damage or destruction was caused. However, this shall not apply where that loss, damage or destruction was caused by our negligence or wilful act or that of our servants or agents. Your total liability under this paragraph 3.1 in relation to Trays only shall not exceed £50,000 in each Contract Year.
- 3.2 If in our reasonable opinion you may be in breach of your obligations set out in this Contract in relation to Trays, we shall notify you.
- 3.3 You shall maintain insurance for your potential liability under this Schedule 6 in an appropriate amount with a reputable insurer at your own expense. You shall give us evidence of this insurance on our request.

## 4 Records

4.1 Each time you collect Royal Mail Containers, you shall sign our waybill to acknowledge that you have received the number of Royal Mail Containers stated in the Manifest. We will give you a copy of the waybill. You shall tell us at the time if there is any error on the waybill and subject to our agreement we shall correct the error at the time of collection. You shall be deemed to have received the quantity of Royal Mail Containers stated on the waybill or, if a correction has been agreed by us, the corrected waybill.

- 4.2 If in our reasonable opinion we determine that you have Excess Containers in your possession or control at any given time, we may require you to return the Excess Containers within 2 Working Days.
- 4.3 Regardless of paragraph 4.1, you shall notify us if the number of Trays you receive is different from the number of Trays stated on the waybill or as agreed in line with paragraph 4.1. This notice shall be given within 12 hours of you signing the relevant waybill. If you do not give us notice under this paragraph 4.3, you shall be deemed to have received the quantity of Trays stated on the waybill or as otherwise agreed in line with paragraph 4.1. Except where there is a genuine dispute, we shall change our record of the number of Trays that you have, to take into account your notice under this paragraph 4.3.
- 4.4 Regardless of paragraph 4.1, you shall notify us if there are any defects in any Royal Mail Containers which you have not caused. In relation to:
  - (a) Trays, this notice shall be given within 24 hours of you signing the relevant waybill; and
  - (b) all other Royal Mail Containers, this notice shall be given within 12 hours of signing the waybill.
- 4.5 If you have notified us that there are defects in any Royal Mail Containers in line with paragraph 4.4, you shall return these Royal Mail Containers to the Inward Mail Centres that you collected them from when you next hand over mail under the Contract. We shall then change our record of the number of Royal Mail Containers that you have unless we dispute in good faith that those Royal Mail Containers are defective.
- 4.6 If you do not give a notice under paragraph 4.4, any defects in the Royal Mail Containers shall be deemed to have occurred after you received them.
- 4.7 You shall let us, and any person we authorise, have access to your premises and relevant records and to the premises of any of your Associates at any time during normal working hours to check, amongst other things, the amount and condition of the Royal Mail Containers. If you cannot produce or account for the Royal Mail Containers in the correct amounts on that inspection, they shall be considered to have been lost while in your possession (unless our records indicate otherwise).
- 4.8 Within 7 days of our request, you shall at your own expense give us an audit of all Royal Mail Containers.
- 4.9 Without prejudice to any other rights we may have under the Contract, if you fail to permit inspections or fail to produce all Royal Mail Containers supplied to you under this Contract for inspection in line with paragraph 4.7 or fail to produce an audit in line with paragraph 4.8 we may require the return of all Excess Containers within 2 Working Days.
- 4.10 If we require you to return the Excess Containers under this Schedule 6, you shall return the Excess Containers to our site that we specify. If you do not, we may terminate the terms of the relevant Part(s) of this Schedule 6 under clause 7.2(a) of the General Access Terms and Conditions.

- 4.11 If we want to change our tracking systems across our business for Royal Mail Containers, you shall:
  - (a) comply with those changes; and
  - (b) install or obtain the necessary systems and equipment and make any necessary adjustments to your premises at your own expense within our reasonable notice period.

## 5 Indemnity

- 5.1 Subject to paragraph 5.3, you shall indemnify us against any liabilities, costs, proceedings or expenses (including reasonable legal expenses) suffered or reasonably incurred by us (or our employees, agents and contractors) arising from your custody, use or management of the Royal Mail Containers (except where this arises due to our negligent act or omission).
- 5.2 The indemnity at paragraph 5.1 shall include but is not limited to any liabilities, costs, proceedings or expenses (including reasonable legal expenses) suffered or reasonably incurred by us (or our employees, agents and contractors) arising from any negligent or wrongful act or omission or any breach of statutory duty by you, your Associates, customers or agents, or sub-contractors of your customers, in the custody, use or management of the Royal Mail Containers or any breach by you of your obligations under each part of this Schedule 6 or this Contract.
- 5.3 Except for your liability for death or personal injury or breach of clause 15 of the General Access Terms and Conditions (in which case your liability shall be unlimited), your total liability under this indemnity in relation to all Trays under Part 1 of this Schedule 6 shall not exceed £50,000 in each Contract Year.

## 6 No Implied Warranties

6.1 All terms, conditions and warranties implied by statute or at law with regard to the Royal Mail Containers are hereby excluded.

# 7 Termination and Consequences of Termination

- 7.1 Regardless of any other term of this Contract, either of us may terminate the terms of:
  - (a) Part 1 of this Schedule 6 by giving the other Party not less than 90 days' written notice;
  - (b) Part 2 and/or Part 4 of this Schedule 6 by giving the other Party not less than 30 days' written notice; and
  - (c) Part 3 of this Schedule 6 by giving the other Party not less than 10 days' written notice.
- 7.2 On termination of the terms of the Contract or any Part of this Schedule 6 and without prejudice to any other rights we may have, you shall:

- (a) immediately return all relevant Royal Mail Containers then in your custody, control or possession (or that of your Associates, customers or agents, or sub-contractors of your customers) to our sites that we specify; or
- (b) (at our request) make the relevant Royal Mail Containers available for our collection on a date and at a time convenient to us. You shall allow us access to your premises for that purpose.
- 7.3 Notwithstanding any other provision of this Contract, the terms of:
  - (a) paragraph 3 above shall continue to apply despite termination of the terms of any / all Parts of this Schedule 6 in relation to any loss, damage or destruction which is not discovered until after termination; and
  - (b) paragraph 5 shall continue to apply despite termination of any / all Parts of this Schedule 6.
- 7.4 If you do not return the relevant Royal Mail Containers or make the relevant Royal Mail Containers available for collection in line with paragraph 7.2 for any reason, we may recover our reasonable costs incurred.
- 7.5 Without affecting your other obligations under the Contract or any Part of this Schedule 6, if a receiver, manager, liquidator, administrator or administrative receiver is appointed for you, you shall immediately tell them that the Royal Mail Containers then in your custody, control or possession (or that of your Associates, customers or agents, or sub-contractors of your customers) are our property and are not part of your assets or undertaking.

# Part 1 – Tray Loan

# 1 Background

1.1 You may use trays to hand over Mailing Items to our Inward Mail Centres. The General Section of this Schedule 6 and this Part 1 sets out the terms on which you and we agree that we shall lend you those Trays.

## 2 Your obligations

- 2.1 If you comply with your obligations under this Contract, we will supply you with Trays from time to time by way of loan.
- 2.2 You have borrowed **[insert number]** Trays from us to hand over Mailing Items in line with the Contract.

## Part 2 – York Exchange

## 1 Background

- 1.1 For the purposes of this Part 2, **Customer Yorks** shall mean York Cages purchased by you from time to time in line with paragraphs 2.2 and 2.4 of this Part 2 and any York Cages purchased by you that we fit with a sleeve to create Sleeved Yorks.
- 1.2 You own the Customer Yorks and you may use the Customer Yorks to hand over Mailing Items to us under this Contract. To facilitate operational procedures, you have asked us to provide Royal Mail Yorks to you on the basis of a one-for-one swap for your Customer Yorks and we have agreed to lend you Royal Mail Yorks for that purpose on the terms of the General Section of this Schedule 6 and this Part 2. You agree that as part of the one-for-one swap we may provide you, at our sole discretion, with Royal Mail Yorks that are either York Cages or Sleeved Yorks.
- 1.3 You may use Yorks to hand over Mailing Items in bags or trays to our Inward Mail Centres. You have asked us to lend you Royal Mail Yorks for this purpose.
- 1.4 We may fit one or more York Cages that you have bought pursuant to paragraphs 2.2 or 2.3 of this Part 2 with a sleeve to create Sleeved Yorks.

## 2 Your obligations

- 2.1 If you comply with your obligations under this Contract, we will supply you with Royal Mail Yorks from time to time by way of loan.
- 2.2 You have purchased [**insert number**] York Cages directly through our preferred supplier (currently Hartwells). You may purchase additional York Cages in the same way.
- 2.3 You shall replace any York Cages that form part of your Customer Yorks (whether those York Cages have been fitted with a sleeve or not) by purchasing new York Cages from a supplier approved by us within ten years of the date on which you purchased those York Cages.
- 2.4 You shall notify us in writing of the total number of Customer Yorks that you have from time to time and in any event within 7 Working Days of you:
  - (a) purchasing any additional York Cages which results in you having more Customer Yorks than you have told us about under paragraph 2.2 of this Part 2; or
  - (b) replacing any of York Cages that form part of your Customer Yorks under paragraph 2.3 of this Part 2.

## 3 Maintenance

3.1 We will maintain your Customer Yorks at a charge to you per York container during each Contract Year. These charges are displayed on the Website, as amended from time to time in line with clause 13 of the General Access Terms and Conditions.

- 3.2 We will invoice you on each anniversary of your Container Start Date in respect of the maintenance charges calculated in line with paragraph 3.1 and you shall pay those maintenance charges within 30 days of the date of the invoice.
- 3.3 If we purchase your Customer Yorks part way through a Contract Year in line with paragraph 4, we will invoice you for the maintenance of the Customer Yorks on a pro rata basis.
- 3.4 In the absence of any increase in the maintenance charge in line with paragraph 3.5, we will review maintenance charges annually and any increase in the maintenance charge (Maintenance Charge Review) shall take effect on the anniversary of your Container Start Date immediately following the previous Maintenance Charge Review. The charges for maintaining Customer Yorks, as determined during the Maintenance Charge Review will increase by the change in percentage points between the average levels of the Retail Price Index published or determined with respect to each of the 6 months up to and including September in the appropriate year preceding that anniversary and the average of those levels with respect to each of the 6 months up to and including September in the preceding year.
- 3.5 If the costs (including any third party costs) in maintaining your Customer Yorks have increased materially during the term of the Contract, we may increase the charges for maintenance on giving you at least 90 days' written notice of a change to the maintenance charges. The notice will include reasonable evidence of such material increase in costs. The change to charges will take effect on the next anniversary of the Container Start Date.
- 3.6 Without prejudice to any other right or remedy available, if you fail to pay the maintenance charges in line with paragraph 3.2, we shall be entitled to:
  - (a) serve 7 days' notice on you to suspend immediately the performance or further performance of our obligations under this Part 2 without liability to you once the notice has expired; and
  - (b) charge daily interest on all amounts not paid until payment is received in full at an annual rate equal to 8 per cent above the Bank of England base rate as current from time to time.

## 4 Option to Purchase

- 4.1 If you are considering:
  - (a) reducing the number of Customer Yorks required for your operations; or
  - (b) ceasing posting under the Contract,

you will first notify us of your desire to sell the Customer Yorks.

- 4.2 We shall notify you in writing within 30 days of the notice received in line with paragraph 4.1 whether we wish to purchase the Customer Yorks.
- 4.3 If we decide to purchase the Customer Yorks we will pay you the then current book value of the Customer Yorks. This will represent the initial purchase price for the relevant York Cage

depreciated by 12.5 per cent on each anniversary of the date on which the York Cage was purchased.

4.4 If we purchase the Customer Yorks part way through the year the depreciation will be worked out on a pro rata basis.

If we decline in writing to purchase the Customer Yorks, you may deal with the Customer Yorks in your absolute discretion.

# Part 3 – York Hire

## 1 Background

1.1 You may use Yorks to hand over Mailing Items to our Inward Mail Centres. You have asked to hire Royal Mail Yorks from us for this purpose. The General Section of this Schedule 6 and this Part 3, sets out the terms on which you and we agree that you may hire those Royal Mail Yorks from us.

## 2 Application process

- 2.1 If you comply with your obligations under this Contract, we will hire Royal Mail Yorks to you from time to time.
- 2.2 To hire Royal Mail Yorks from us you must complete the Royal Mail Yorks Application Form available on the Website (**York Hire Application Form**) on each occasion that you wish to hire Royal Mail Yorks.
- 2.3 Subject to paragraph 2.4 below, we will use reasonable efforts to:
  - (a) respond to your application within 2 Workings Days (excluding Saturdays) starting from the first Working Day after the day on which we receive your completed York Hire Application Form; and
  - (b) make Royal Mail Yorks available for collection for you from one or more of our sites (as designated by us and not necessarily being our Inward Mail Centres) within 7 Working Days (excluding Saturdays) starting on the first Working Day after the day on which we receive your completed York Hire Application Form. For the avoidance of doubt and in respect of the Royal Mail Yorks you have asked for in your York Hire Application, we may at our sole discretion, make available for collection for you either York Cages, Sleeved Yorks or a combination of the two types of York containers.
- 2.4 We may decline your application to hire Royal Mail Yorks if:
  - (a) we do not have Royal Mail Yorks available to meet your requirements as set out in your completed York Hire Application Form;
  - (b) you have been in breach of any of your obligations under this Contract; or
  - (c) you do not comply with paragraph 4 of the General Section of this Schedule 6.

## 3 Payment terms

3.1 Notwithstanding any other provision of this Contract, on a monthly basis we shall make available to you the invoice showing the total charges due from you in respect of this Part 3 during the previous month.

## Part 4 – York Leasing

## 1 Background

1.1 You have asked to lease Royal Mail Yorks from us for the purpose of handing over Mailing Items to us at our Inward Mail Centres. The General Section of this Schedule 6 and this Part 4 sets out the terms on which you and we agree that you may lease those Royal Mail Yorks from us.

## 2 Transition process

2.1 Where you are a Transitional Customer and you comply with your obligations under this Contract, we shall lease to you a number of Royal Mail Yorks on the terms of this Part 4 equal to the number of those Sold Yorks purchased by us from time to time under the terms of your Transitional Arrangement.

## 3 Application process

- 3.1 If you comply with your obligations under this Contract, we will lease Royal Mail Yorks to you from time to time.
- 3.2 The York Lease Application Form (available on the Website) sets out the number of Royal Mail Yorks you wish to lease from us for the remainder of the first calendar year from the Container Start Date. To request us to lease those Royal Mail Yorks to you, you must complete the York Lease Application Form prior to the Container Start Date. The York Lease Application Form must also be completed for each subsequent request to lease after the Container Start Date.
- 3.3 Subject to paragraph 3.4 below, we will use reasonable efforts to:
  - (a) respond to your application within 2 Workings Days (excluding Saturdays) starting from the first Working Day after the day on which we receive your completed York Lease Application Form; and
  - (b) make Royal Mail Yorks available for collection for you from one or more of our sites (as designated by us and not necessarily being our Inward Mail Centres) within 7 Working Days (excluding Saturdays) starting on the first Working Day after the Container Start Date. For the avoidance of doubt and in respect of the Royal Mail Yorks you have asked for in your York Lease Application, we may at our sole discretion, make available for collection for you either York Cages, Sleeved Yorks or a combination of the two types of York containers.
- 3.4 We may decline your application to lease Royal Mail Yorks if:
  - (a) we do not have Royal Mail Yorks available to meet your requirements as set out in each completed York Lease Application Form;
  - (b) you have been in breach of any of your obligations under this Contract.
- 3.5 We shall have no obligation to lease to you Royal Mail Yorks under this Part 4 in excess of:

# <u>10-88230769-12\334470-572</u>

- (a) for the first calendar year, the number of Royal Mail Yorks requested by you, and accepted by us, in the York Lease Application Form; and
- (b) for each subsequent calendar year, the number of Royal Mail Yorks that you and we each agree will comprise your Agreed Lease Pool for that calendar year pursuant to paragraph 5 and therefore you acknowledge and agree that it is your responsibility to ensure that the number of Royal Mail Yorks you request to lease from us in the York Lease Application Form and at each Annual Review Meeting (as applicable) is sufficient to meet your needs for that relevant calendar year.
- 3.6 If, notwithstanding the above, you need to use more Royal Mail Yorks than agreed in your York Lease Application Form or your Agreed Lease Pool (as applicable) for the then current calendar year, you will need to request to hire them on a short-term basis pursuant to, and in accordance with the terms of Part 3 of this Schedule 6.

## 4 Payment terms

- 4.1 Leased Yorks are interchangeable and, provided you have paid the Annual Lease Charges, you may collect and use up to the total number of Royal Mail Yorks in your Agreed Lease Pool. For the avoidance of doubt, we may at our sole discretion, make available for collection and use as part of the Agreed Lease Pool either York Cages, Sleeved Yorks or a combination of the two types of York containers.
- 4.2 On or around:
  - (a) the date on which you enter into this Part 4, we will send an invoice for the Annual Lease Charge due from you in respect of the remainder of the calendar year; and
  - (b) the beginning of each following calendar year during the term of this Part 4, we will send you an invoice for the Annual Lease Charge due from you in respect of that calendar year.
- 4.3 If you are a Transitional Customer for Royal Mail Yorks, before invoicing you under this paragraph 4.2 we will deduct from the Annual Lease Charge the applicable Price (if any) agreed with you for that calendar year.
- 4.4 For Royal Mail Yorks, the Annual Lease Charge shall be calculated by multiplying the Annual Total Per York Fee by the total number of Leased Yorks in your Agreed Lease Pool for the relevant calendar year, provided that the Annual Lease Charge for the remainder of the first calendar year in which you enter this Part 4 shall be reduced on a pro-rated basis to reflect the number of months (full or part) remaining in that calendar year (so if, for example, you entered this Part 4 on 3 September 2017 then your Annual Lease Charge for the remainder of 2017 would be calculated by dividing your full Annual Lease Charge by 12 and multiplying the product by 4).

## 5 End of year review

5.1 No later than 3 months before the end of each calendar year during the term of this Part 4, you and we shall meet (**Annual Review Meeting**) to review your use of the Leased Yorks during the then current calendar year based on the York Usage Data for that year.

- 5.2 We shall each provide the other with copies of our York Usage Data for the relevant calendar year at least 14 days prior to the Annual Review Meeting.
- 5.3 At each Annual Review Meeting, you and we shall (acting reasonably) seek to agree whether to adjust the Agreed Lease Pool for the following calendar year taking into account:
  - (a) the York Usage Data for the then current calendar year;
  - (b) your forecast volumes for Mailing Items under the Contract for the following calendar year;
  - (c) the number (if any) of Excess Leased Yorks found in your possession in the then current calendar year; and
  - (d) where you are a Transitional Customer, the number of Transitional Yorks that will become Leased Yorks in the next calendar year pursuant to your Transitional Arrangement.
- 5.4 If at any Annual Review Meeting you and we are unable to agree whether to adjust the Agreed Lease Pool, and one of us considers the other to be acting unreasonably, such disagreement may be referred for resolution pursuant to clause 12 of the General Access Terms and Conditions. For the avoidance of doubt, the Agreed Lease Pool shall not be adjusted pursuant to paragraph 5.3 unless and until you and we agree in writing to adjust it (either at the Annual Review Meeting or via the escalation process pursuant to clause 12 of the General Access Terms and Conditions).
- 5.5 If at any Annual Review Meeting (or following any escalation pursuant to paragraph 5.4) you and we agree to adjust the Agreed Lease Pool for the following calendar year, we will promptly issue a written confirmation to you of the adjusted Agreed Lease Pool which is to apply from the beginning of the next calendar year.

## Schedule 7

## Agency Terms

## 1 Background

This Schedule 7 sets out the terms on which you and we agree that you may post mail on behalf of other parties, acting as their agent and such terms shall apply to your Contract with us in addition to the General Access Terms and Conditions (and the rest of this Contract). Defined terms in this Schedule 7 will have the meaning given to them in Schedule 1 (Definitions and Interpretation).

## 2 Compliance with Agency Terms

- 2.1 Before giving any proposed Agency Customer an Agency Customer Contract to sign, you shall give them a copy of this Contract (including the User Guide). You shall update them on any changes, and give them copies of such changes, to this Contract within 7 days of any change coming into effect.
- 2.2 You agree to use reasonable efforts to ensure that your Agency Customers carry out their obligations set out in, and comply with, the terms of this Contract and their Agency Customer Contract.

## 3 Eligibility criteria for Agency Customers: exempt or partially exempt from VAT

3.1 We may refuse any application by you to act as an agent for a posting customer who is not exempt, or partially exempt from VAT in line with UK legislation at our discretion. If any Agency Customer ceases to be exempt or partially exempt from VAT you must notify us as soon as practicable. We may terminate the Agency Customer Contract of that Agency Customer on 30 days' notice to them at any time after they cease to be exempt or partially exempt from VAT.

# 4 Agency Customer minimum spend

4.1 If the aggregate amount invoiced by us to any of your Agency Customers in any Agency Customer Contract Year does not exceed £5,500 (or, in any Agency Customer's first Agency Customer Contract Year, a sum pro-rated to reflect the number of days remaining in such year), then we may terminate that Agency Customer's Credit Account and/or we may terminate that Agency Customer not less than 30 days' notice in line with the terms of their Agency Customer Contract.

# 5 Execution of the Agency Customer Contract

- 5.1 For each Agency Customer to whom you have given a copy of this Contract (including the User Guide) pursuant to paragraph 2.1 and for whom you have authority to act as their agent for the purpose of their Agency Customer Contract:
  - (a) you must complete those sections of the Agency Customer Application Form which the form indicates are to be completed by you and submit to us such completed application form via the link on our Website;

# <u>10-88230769-12\334470-572</u>

I

- (b) as soon as practicable after we receive the completed Agency Customer Application Form from you, we shall carry out our standard customer credit checks in line with our published credit policy. If the proposed Agency Customer satisfies these standard checks we will send:
  - (i) the Agency Customer the Agency Customer Application Form (which may include an amended credit limit section of the form) for them to review and accept. The Agency Customer must accept the details in the Agency Customer Application Form and the Agency Terms as soon as practicable and in any event within 28 days of receiving the Agency Customer Application Form from us; and
  - (ii) a notice to you informing you that we have sent the Agency Customer Application Form to the Agency Customer;
- (c) once we have confirmed our acceptance, you may hand over Agency Postings from the Agency Customer Access Start Date (as defined in the Agency Customer Contract) stated in it.

## 6 Liability

6.1 Subject to paragraph 4.4 of Schedule 2 (<u>Priority</u> Service Standard and General Service Obligations), paragraph 5.4 of Part 5 of Schedule 4 (Standard Services) and paragraph 5.4 of Part 2 of Schedule 8 (Mailmark® Options), the provisions of clause 5 of the General Access Terms and Conditions shall apply mutatis mutandis to our and your liability under this Schedule 7, including any liability that we may have to your Agency Customers or any liability that your Agency Customers may have towards us.

## 7 Disruptive Events

- 7.1 If we cannot carry out any obligation under this Contract or any Agency Customer Contract because of a Disruptive Event, we will tell you about the Disruptive Event as soon as we reasonably can (and in any event no later than the end of the Financial Quarter Period which immediately follows the Financial Quarter Period during which we are first unable to perform any of our obligations as a result of the Disruptive Event) and let you know what it is we are unable to do as a result of it.
- 7.2 Our obligations under this Contract and any Agency Customer Contract will be suspended:
  - (a) to the extent that it is affected by the Disruptive Event; and
  - (b) while the Disruptive Event continues,

provided that (except in the case of industrial dispute) we promptly take reasonable steps to resume performance as soon as reasonably possible).

- 7.3 If we cannot carry out any obligation under this Contract or any Agency Customer Contract because of a Disruptive Event we will:
  - (a) not be in breach of this Contract or any Agency Customer Contract; and

(b) not be liable for any delay on our part or any inability to carry out any obligation under this Contract or any Agency Customer Contract.

## 8 Terminating this Schedule or Agency Customer Contract

- 8.1 Regardless of any other term of this Contract, we may terminate the terms of this Schedule 7 by giving you not less than 12 month's written notice.
- 8.2 We may terminate an Agency Customer Contract with any of your Agency Customers in line with the terms of this Contract or their Agency Customer Contract. We will use our reasonable efforts to give you advance notice of our intention to terminate that Agency Customer Contract.

# 9 Confidentiality

- 9.1 You and we and your Agency Customers must treat the terms and conditions of the Contract or the Agency Customer Contract and any Confidential Information as confidential and must not disclose the details of the Contract or the Agency Customer Contract or any Confidential Information to any third party without the other Party's written consent, except as permitted by paragraph 9.2. However this does not apply where:
  - (a) the disclosed information was known to the receiving Party before the information was disclosed to it by the disclosing Party;
  - (b) the information has become available to the public (except where the information became available through a breach of confidentiality); or
  - (c) you and we agree in writing that the information is not confidential or may be disclosed.
- 9.2 Each of us may (in good faith) disclose the terms and conditions of the Contract or the Agency Customer Contract or any Confidential Information without the approval of the other:
  - (a) to our respective Affiliate(s), professional advisers, auditors, bankers, contractors (including franchisees and owner-drivers) and independent companies responsible for measuring our performance against the Service Standard, in each case who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with the Contract or the Agency Customer Contract, provided that the disclosing Party requires them to maintain the confidentiality of the information.
  - (b) to the extent required by any securities exchange, regulatory or governmental body relevant to either of us, any written request of any taxation authority or as required by any undertaking given to the Regulator;
  - (c) to the extent required by the Act, any regulation or any other applicable law; and
  - (d) to the extent necessary for the proper conduct of any judicial proceedings or for any process under paragraph 12.
- 9.3 In the case of paragraphs 9.2(b), 9.2(c) and 9.2(d) the disclosing Party must first notify the other Party of an intention to disclose information, unless the law prohibits this.

## 10-88230769-12\334470-572

132

- 9.4 Each of us may use the other's Confidential Information to exercise our respective rights and perform our respective obligations under the Contract or the Agency Customer Contract without the other Party's consent.
- 9.5 The terms of this paragraph 9 shall continue to apply after the Contract or the Agency Customer Contract is terminated or ends.

## 10 Obligation to notify us of your Agency Postings

- 10.1 As soon as practicable following agreement of the Client Report, and in any event by 6pm on that Working Day, you shall tell us the number of Mailing Items for each Agency Customer by format, and weight for each service within that Daily Posting. Detailed reporting procedures are set out in the User Guide and you must comply with these. The information you give should include any information about any Agency Posting, including Agency Postings that are subject to an Adjustment, so that we can invoice your Agency Customers in line with this Contract, the User Guide and their Agency Customer Contracts.
- 10.2 If you provide us with the information under paragraph 10.1, we shall invoice the Agency Customers using this information. These Agency Customers shall be responsible for payment of these invoices. If the information provided is incorrect, we shall (at your request and cost) issue amended invoices and/or credit notes to your Agency Customers.
- 10.3 If:
  - (a) you do not provide us with the information under paragraph 10.1, we shall invoice you for that Daily Posting based on the Client Report for that Daily Posting. You shall be responsible for payment of these invoices in line with clause 11 of your General Access Terms and Conditions, and the terms of the General Access Terms and Conditions relating to invoices, payment and non-payment shall apply; and
  - (b) the Client Report provided for that Daily Posting referred to in paragraph 10.3(a) is incorrect, we shall (at your request and cost) issue amended invoices and/or credit notes to you.
- 10.4 You acknowledge that where you do not provide us with required information under either paragraph 10.1 or 10.3, we will be unable to calculate the <u>Priority Performance Rebate</u> <u>Amount</u>, Standard Performance Rebate Amount and / or Mailmark Economy Performance Rebate Amount to which any of your Agency Customers may be entitled pursuant to Schedule 2 (<u>Priority</u> Service Standard and General Service Obligations), <u>Part 5 of Schedule 4 (Standard Services</u>) and / or Part 2 of Schedule 8 (Mailmark® Options) to this Contract and (in such circumstances), it will be your responsibility to notify us of all relevant information required to calculate such amounts.
- 10.5 You shall indemnify us in respect of any dispute raised and / or any claim made by any of your Agency Customers that relates to any missing or incorrect information provided to us under this paragraph 10, including any dispute raised and / or any claim made by any of your Agency Customers in respect of any <u>Priority Performance Rebate Amount</u>, Standard Performance Rebate Amount and / or Mailmark Economy Performance Rebate Amount which may be due to them, where we are unable to calculate their <u>Priority Performance Rebate Amount</u>, Standard

## <u>10-88230769-12\334470-572</u>

I

T

Performance Rebate Amount and / or Mailmark Economy Performance Rebate Amount as a result of your failure to comply with this paragraph 10.

## 11 Payment Terms

- 11.1 Payment for the Services used by Agency Customers should be made in line with the terms set out in this Contract, (including clause 11 of the General Access Terms and Conditions, Schedule 3 (Price Plans), this Schedule 7 in particular, the terms of paragraphs 10 and 11 of this Schedule 7 and the User Guide) and the Agency Customer Contract.
- 11.2 We will give you an account number for each Agency Customers' credit account as soon as reasonably practicable but in any event before the Agency Customer Access Start Date. You must ensure Mailing Items handed over to us on behalf of each Agency Customer are assigned correctly to each Agency Customers' credit account.
- 11.3 You may not post on behalf of any Agency Customer until you have received the account number for their credit account and we have activated it.
- 11.4 You shall ensure that your Agency Customers comply with any credit limit placed on their credit account and all other conditions relating to their credit account.
- 11.5 If any of your Agency Customers are no longer eligible for a credit account, you may not post on their behalf until their credit account has been reinstated. You acknowledge that additional terms and conditions may be applied to their credit account before it is reinstated.
- 11.6 If your Agency Customers are responsible for payment of invoices under paragraph 10, you shall use reasonable efforts to ensure that each of your Agency Customers pays these in line with this Contract and its Agency Customer Contract. If you have done so and any of your Agency Customers still do not pay any of their invoices in line with this Contract and their Agency Customer Contract, their failure to pay is not classed as a breach by you of your Contract. However you shall provide us with any information and assistance we may reasonably ask for in order to recover all amounts due from those Agency Customers under the terms of this Contract and their Agency Customer Contract.

## 12 Disputes

12.1 If there is a dispute about or under or in connection with this Contract or any Agency Customer Contract in relation to any of your Agency Customers, your Agency Customer should notify you and that dispute should be resolved by you and us in line with clause 12 of the General Access Terms and Conditions. We do not deal directly with Agency Customers' disputes.

## 13 Changes

- 13.1 You may ask for a change to an Agency Customer Contract by following the procedure set out in the Statement of Process which you will find on the Website. Your Agency Customers cannot directly request a change to their Agency Customer Contract; that request must be made by you.
- 13.2 We shall not require your Agency Customers' consent to make changes to the Contract or any part of the Contract in line with the terms of the Contract. Clause 13 and 17.9 of the General Access Terms and Conditions apply to the whole of your Contract including but not limited to

# <u>10-88230769-12\334470-572</u>

this Schedule 7 or any changes to Access Charges or any other charges which may affect Agency Customers. You shall inform your Agency Customers of any changes that are made to the Contract in line with the terms of the Contract, including changes to Access Charges or any other charges.

- 13.3 We may change any Agency Customer Contract without your consent or that of any of your Agency Customers in the circumstances set out in clause 13 and 17.9 of the General Access Terms and Conditions and this paragraph 13.
- 13.4 If the Regulator indicates that it wants to change or consult on a change to the Regulatory Conditions which would impact on any of the Services, you and we will discuss any impact of the change on this Contract or the Agency Customer Contracts at the review meetings mentioned in clause 17.2 of the General Access Terms and Conditions. If the Regulator decides to change the Regulatory Conditions, we shall give you at least 90 days' written notice of any change to this Contract or the Agency Customer Contracts (or, if shorter, such period as it is reasonably possible to give in order to meet the requirements of the Regulator as to the time within which such change must be made) that is needed to reflect the obligations placed on us under the revised Regulatory Conditions. This change to the Contract and the Agency Customer Contracts shall take effect on the date the change is made to the Regulatory Conditions. You shall inform your Agency Customers of any such changes under this paragraph 13.4.

## 14 Intellectual Property Rights

14.1 All Intellectual Property Rights in the Customer Access Indicator belong to you, even if it is used on your Agency Customers' Mailing Items. All Intellectual Property Rights in the Royal Mail Access Indicator belong to us, even if it is used on your Agency Customers' Mailing Items. The terms of clause 15 of the General Access Terms and Conditions shall apply to any other Intellectual Property Rights arising under this Contract or any Agency Customer Contract.

## 15 Indicium and Royal Mail Access Indicator

15.1 On expiry or termination of this Contract, this Schedule 7 or the Agency Customer Contract for any reason and subject to any express terms set out elsewhere in this Contract or the Agency Customer Contract you shall ensure that your Agency Customers will comply with the requirements set out in clause 8 of the General Access Terms and Conditions.

## 16 Agency Customers and National Price Plans

- 16.1 Mailing Items that you hand over to us on behalf of your Agency Customers and amounts that we invoice to your Agency Customers under the terms of this Contract and the Agency Customer Contracts will be classed by us for the purpose of your National Price Plan (if you have selected a National Price Plan in this Contract) as if those Mailing Items were handed over to us on your behalf and as if those amounts invoiced had been invoiced to you.
- 16.2 Under the terms of your National Price Plan (if you have selected a National Price Plan in this Contract) we may levy Profile Adjustments if your Mailing Items do not meet the required posting profile. For the avoidance of doubt, all Profile Adjustments are payable by you and not by your Agency Customers.

## 17 General

- 17.1 *Opening Mailing Items:* We may open Mailing Items to check that they comply with this Contract and any Agency Customer Contract if we reasonably believe that we need to open and check Mailing Items to see if your Agency Customers are complying with this Contract and any Agency Customer Contract.
- 17.2 Sanctions:
  - (a) You must ensure that the Mailing Items handed over to us under an Agency Customer Contract are not prohibited under applicable Sanctions Laws. Information about sanctions can be found on our website at www.royalmail.com/international-sanctions (the information listed here does not constitute legal advice and we accept no liability in relation to this information). If your Mailing Items need a licence under applicable Sanctions Laws, it is your responsibility to obtain it and (if we ask for it) you must provide us with acceptable evidence that you have it.
  - (b) If we have reasonable suspicion that a Mailing Item does not comply with Sanctions Laws we may:
    - (i) open that Mailing Item or delay processing and delivery; and/or,
    - (ii) deal with such Mailing Item in our absolute discretion (without incurring any liability whatsoever to you or the intended recipient) including destroying or otherwise disposing of such Mailing Item in whole or in part, or returning the relevant Mailing Item to you.

If we take one or all of the actions described in this clause, we are entitled to charge you the cost of disposal and/or destruction, the standard Postage price and all other costs reasonably incurred by us.

- 17.3 *Waiver:* Any failure by either Party or an Agency Customer to enforce or to exercise (at any time or for any period) any term of or right under this Contract or any Agency Customer Contract shall not:
  - (a) constitute a waiver of that term or right; or
  - (b) affect that Party's or Agency Customer's right to enforce or exercise that term or right later.
- 17.4 *Rights of third parties*: Regardless of the terms of clause 17.7 of the General Access Terms and Conditions, nothing in this Contract or any Agency Customer Contract is intended to confer any benefit or any right on any person to enforce any term of it which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999, save that we and your Agency Customers may enforce our respective rights against each other where indicated in this Contract and the Agency Customer Contracts.
- 17.5 *Invalidity*: If any authority or court finds that any clause or part of a clause of the Contract or of any Agency Customer Contract is invalid, illegal or unenforceable, then that invalidity, illegality

## <u>10-88230769-12\334470-572</u>

I

or unenforceability shall not affect the other clauses or parts of those clauses of this Contract or such Agency Customer Contract.

17.6 *Compliance with law or regulatory requirement*: Regardless of any other term of the Contract, if this Contract or any part of it or if any Agency Customer Contract or any part of it puts or would put either of us in breach of any law or regulatory requirement, then both of us shall use our reasonable efforts to change the relevant terms of this Contract and the Agency Customer Contracts so that they do comply with that law or regulatory requirement.

#### 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.

## <u>10-88230769-12\334470-572</u>

## Part 2 – Royal Mail Mailmark® Economy

## 1 Background

I

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 <u>Priority</u> Service Standard set out in paragraph 2.2 of Schedule 2 (<u>Priority</u> Service Standard and General Service Obligations) shall not apply to Mailmark Economy 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 aggregate number of Mailmark Economy Mailing Items handed over to us by all Access Customers 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 terms of each Access Contract provided that:
    - our performance against the Mailmark Economy Service Standard shall be calculated by reference to our aggregate average performance over the Service Standard Period;
    - (ii) any Mailing Items that form part of the <u>Aggregate Base Volume and the</u> <u>Standard</u> Aggregate Base Volume shall not count towards the calculation of the Mailmark Economy Service Standard; and
    - (iii) we shall be entitled to deduct from the calculation of our performance against the Mailmark Economy Service Standard the following types of Mailmark Economy Mailing Items:
      - Mailmark Economy Mailing Items handed over to us by an Access Customer that are not accepted by us in line with the terms of their respective Access Contract;

## <u>10-88230769-12\334470-572</u>

- (B) Mailmark Economy Mailing Items the delivery of which is affected by a Disruptive Event during the relevant Service Standard Period;
- (C) Mailmark Economy Mailing Items 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 them from an Access Customer in line with the terms of their respective Access Contract); and/or
- (D) Mailmark Economy Mailing Items with a delivery address outside the United Kingdom.

## Calculating our performance against the Mailmark Economy Service Standard

- 3.3 For each Service Standard Period we (or an independent company) will measure how we have performed against the Mailmark Economy Service Standard. As the holder of an Access Contract you agree to participate in the process of measuring the Mailmark Economy Service Standard if you are asked to do so by us or the independent company responsible for that process.
- 3.4 In <u>respect of</u> each Service Standard Period, in order to calculate our performance against the Mailmark Economy Service Standard we will:
  - measure the aggregate volume of Mailmark Economy Mailing Items handed over to us by all Access Customers during the relevant Service Standard Period, including all relevant Agency Postings (Mailmark Economy Aggregate Base Volume);
  - (b) determine the aggregate volume of Mailmark Economy Mailing Items that are excluded from the calculation of our performance against the Mailmark Economy Service Standard in line with the provisions of paragraph 3.2(a)(iii) above (Mailmark Economy Aggregate Excluded Mailing Items);
  - (c) deduct from the Mailmark Economy Aggregate Base Volume the Mailmark Economy Aggregate Excluded Mailing Items to determine the aggregate volume of Mailmark Economy Mailing Items that will be taken into account for the purpose of determining our performance against the Mailmark Economy Service Standard (Mailmark Economy Aggregate Eligible Mailing Items);
  - (d) measure the percentage of the Mailmark Economy Aggregate Eligible Mailing Items which we delivered or attempted to deliver to the relevant address no later than the fourth Working Day following the date on which handover occurred or is deemed to have occurred in accordance with the terms of each Access Contractrequirements of paragraph 3.2 above, to determine our our anticipated performance against the Mailmark Economy Service Standard (Mailmark Economy Estimate Performance);
  - (e) adjust the Mailmark Economy Estimate Performance by adding to the Mailmark Economy Estimate Performance a positive confidence limit of no more than 1 per cent, to determine our performance against the Mailmark Economy Service Standard (Mailmark Economy Actual Performance).

## <u>10-88230769-12\334470-572</u>

I

A worked example of how the mechanism in paragraph 3.4 above will apply is included below. The worked example is provided for illustration purposes only and shall not be binding on us.

## Worked Example

Where:

- (a) the Mailmark Economy Aggregate Base Volume is 1,000,000 Mailmark Economy Mailing Items; and
- (a) the Mailmark Economy Aggregate Excluded Mailing Items is 100,000 Mailmark Economy Mailing Items,

we will deduct the Mailmark Economy Aggregate Excluded Mailing Items from the Mailmark Economy Aggregate Base Volume to derive a figure of 900,000 Mailmark Economy Aggregate Eligible Mailing Items. Where we delivered or attempted to deliver 819,000 of the 900,000 Mailmark Economy Aggregate Eligible Mailing Items on the fourth Working Day following the date on which handover of those Mailmark Economy Mailing Items occurred or is deemed to have occurred in accordance with the requirements of paragraph 3.2 above, the Mailmark Economy Estimate Performance shall be 91 per cent.

### Where:

- a) the Mailmark Economy Estimate Performance achieved by us is 91.0 per cent; and
- b) the upper accuracy / confidence limit is 0.6 per cent for that Service Standard Period,

our Mailmark Economy Actual Performance against the Mailmark Economy Service Standard for the relevant Service Standard Period will be 91.6 percent.

3.5 We will publish on our Website our Mailmark Economy Actual Performance against the Mailmark Economy Service Standard for each Service Standard Period within 60 Working Days of the end of that Service Standard Period.

## Adjustments to our published performance against the Mailmark Economy Service Standard

- 3.6 Subject to paragraph 3.7 below, we shall be entitled to adjust the Mailmark Economy Actual Performance to account for any Mailmark Economy Mailing Items affected by a Disruptive Event that took place during the relevant Service Standard Period that have not been included in the calculation of the Mailmark Economy Aggregate Excluded Mailing Items (Mailmark Economy Adjusted Performance).
- 3.7 We must publish our Mailmark Economy Adjusted Performance within 14 days of the end of the Service Standard Period during which the Mailmark Economy Actual Performance was published. The Mailmark Economy Adjusted Performance shall take precedence over the Mailmark Economy Actual Performance for that Service Standard Period.

## Calculating the Mailmark Economy Performance Rebate Amount

3.8 Subject to paragraph 3.10 below, we must pay a performance rebate amount in respect of a Service Standard Period if (but only if) our Mailmark Economy Service Standard Performance

## <u>10-88230769-12\334470-572</u>

144

I

is less than the applicable Compensation Target for Mailmark Economy (**Mailmark Economy Performance Rebate Amount**) for that Service Standard Period (and in all other circumstances we shall not be obliged to pay any amount in respect of our failure to meet the Mailmark Economy Service Standard for that Service Standard Period).

- 3.9 Subject to paragraph 3.10 below, any Mailmark Economy Performance Rebate Amount that may be due in accordance with paragraph 3.8 will be calculated by us in accordance with the process set out in Appendix 1 (Mailmark Economy Performance Rebate Amount) to this Schedule 8.
- 3.10 Where we have failed to meet the Compensation Target for Mailmark Economy in any given Service Standard Period pursuant to paragraph 3.8:
  - (a) we shall deduct the Agency Postings of each of your Relevant Principals from your Mailmark Economy Individual Base Volume and we will calculate (pursuant to paragraph 3.9) any Mailmark Economy Performance Rebate Amount that may be due to you in accordance with paragraph 3.8 on the basis of the remainder of your Mailmark Economy Individual Base Volume;
  - (b) we shall separately calculate (pursuant to paragraph 3.9) any Mailmark Economy Performance Rebate Amount that is due to your Relevant Principals in respect of their relevant Agency Postings in accordance with paragraph 3.8;
  - (c) we shall pay any Mailmark Economy Performance Rebate Amount due to you and/or your Relevant Principals in accordance with the provisions of paragraph 5.2 below.
- 3.11 We will periodically review the Compensation Target for Mailmark Economy to take into account the performance of similar four Working Day Royal Mail delivery services for letters. Any changes made following such a review will be implemented in accordance with clause 13 of the General Access Terms and Conditions.

## 4 Our maximum liability in respect of the Aggregate Performance Rebate Amount

4.1 The provisions of paragraph 3 of Schedule 2 shall apply to limit our liability to you, all other Access Customers and all Agency Customers (including your Relevant Principals) in respect of our failure to meet the Compensation Target for Mailmark Economy.

## 5 Our liability for the Mailmark Economy Performance Rebate Amount

5.1 Where the Aggregate Performance Rebate Amount calculated for a Service Standard Period exceeds the relevant Quarterly Cap for that Service Standard Period, we will calculate the percentage of such excess. We will then reduce the relevant Mailmark Economy Performance Rebate Amount to which you, all other Access Customers and all Agency Customers (including your Relevant Principals) are entitled under this Part 2 of Schedule 8 (as applicable) on a pro-rata basis by reference to that percentage. For the avoidance of doubt, we will adjust any Mailmark Economy Performance Rebate Amount due to you and to your Relevant Principals (whether paid directly or c/o you) pursuant to paragraph 5.2 in accordance with the mechanism set out in this paragraph 5.1.

## <u>10-88230769-12\334470-572</u>

- 5.2 Payment of the Mailmark Economy Performance Rebate Amount (as adjusted in accordance with paragraph 5.1 where applicable) shall be made by way of a credit note against future Postage in accordance with the following provisions:
  - (a) we shall pay any Mailmark Economy Performance Rebate Amount owed to you, directly to you;
  - (b) where we invoice your Relevant Principals directly, we shall pay the Mailmark Economy Performance Rebate Amount owed to any such Relevant Principals directly to those Relevant Principals (as applicable); and
  - (c) where we invoice your Relevant Principals c/o you, we shall pay the Mailmark Economy Performance Rebate Amount owed to your Relevant Principals to you, by way of (in the case of each such Relevant Principal) a credit note addressed to the relevant Relevant Principal and (in each such case) you shall provide the applicable credit note to the relevant Relevant Principal promptly following receipt of the same from us;

or

- (d) (a) if you have terminated your Contract within a Service Standard Period in respect of which a Mailmark Economy Performance Rebate Amount is awarded in accordance with paragraph 2.83.8, by cheque in accordance with the following provisions:
  - (i) we shall pay any Mailmark Economy Performance Rebate Amount owed to you, directly to you;
  - (ii) where we invoice your Relevant Principals directly, we shall pay any Mailmark
     Economy Performance Rebate Amount owed to any such Relevant Principals
     directly to those Relevant Principals (as applicable); and
  - (iii) where we invoice your Relevant Principals c/o you, we shall pay the Mailmark Economy Peformance Rebate Amount owed to your Relevant Principals to you, by way of (in the case of each such Relevant Principal) a cheque addressed to the relevant Relevant Principal and (in each such case) you shall provide the applicable cheque to the relevant Relevant Principal promptly following receipt of the same from us.
- 5.3 Any Mailmark Economy Performance Rebate Amount payable to you and / or any of your Relevant Principals in respect of a Service Standard Period shall be paid to you and / or your Relevant Principals (as applicable) within 30 days of the end of the Service Standard Period in which we published our Mailmark Economy Actual Performance in accordance with paragraph 3.5. Where you are required to provide any credit note and / or cheque to a Relevant Principal pursuant to paragraph 5.2:
  - (a) you confirm (in each case) that you have authority to receive payments on behalf of that Relevant Principal and you shall indemnify us for all liabilities, costs, proceedings or expenses (including reasonable legal expenses) suffered or reasonably incurred by us where you do not have requisite authority to receive such payments (including any claims brought against us by any Agency Customer in respect of the same); and

## <u>10-88230769-12\334470-572</u>

- (b) you shall indemnify us for all liabilities, costs, proceedings or expenses (including reasonable legal expenses) suffered or reasonably incurred by us arising from your failure to comply with your obligations under paragraph 5.2 (including any claims brought against us by any Agency Customer in respect of the same).
- 5.4 Notwithstanding any other provision of this Contract or any Agency Customer Contract, you agree on your own behalf and duly authorised for and on behalf of each Relevant Principal that our aggregate liability to you and all Relevant Principals together for our failure to meet the Compensation Target for Mailmark Economy (including but not limited to any accrued or future liability) shall not exceed the sum of the amounts due to you and/or to your Relevant Principals (where applicable) pursuant to paragraph 5.2. You agree and acknowledge both for yourself and duly authorised for and on behalf of each of your Relevant Principals that we shall have no additional liability, whether in contract, tort (including negligence) or otherwise to you or any Relevant Principal in respect of our failure to meet the Compensation Target for Mailmark Economy and that our payment of the Mailmark Economy Performance Rebate Amounts in aggregate to you and your Relevant Principals in accordance with the terms of this Part 2 of Schedule 8 is in full and final settlement of all liability which we may in aggregate have to you and all Relevant Principals under this Contract or any Agency Customer Contract in respect of our failure to meet the Compensation Target for Mailmark Economy, including any such liability as may relate to Mailmark Economy Mailing Items that form part of the Agency Postings handed over to us by you. The above shall apply notwithstanding the fact that payments of the Mailmark Economy Performance Rebate Amounts are being made to you or to the Relevant Principals.

## 10-88230769-12\334470-572

## 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.

## 10-88230769-12\334470-572

## 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,

## <u>10-88230769-12\334470-572</u>

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.

## 10-88230769-12\334470-572

## Appendix 1

## Mailmark Economy Performance Rebate Amount

### 1 General

- 1.1 For each Service Standard Period, we will determine:
  - (a) our Mailmark Economy Actual Performance, our Mailmark Economy Adjusted Performance (if relevant) and the Mailmark Economy Service Standard Performance;
  - (b) your Mailmark Economy Individual Base Volume, your Mailmark Economy Access Customer Base Volume and any relevant Mailmark Economy Agency Base Volume;
  - (c) your Mailmark Economy Adjusted Mailing Volume and the Mailmark Economy Agency Adjusted Mailing Volume (where applicable); and
  - (d) the Mailmark Economy Performance Rebate Amount to which you and your Relevant Principals are each entitled.—
- 1.2 In respect of each Service Standard Period, to the extent our Mailmark Economy Service Standard Performance:
  - is equal to or greater than the applicable Compensation Target for Mailmark Economy, no Mailmark Economy Performance Rebate Amount will be due to you in respect of the relevant Service Standard Period;
  - (b) is less than the applicable Compensation Target for Mailmark Economy, but equal to or more than the Band 1 Compensation Threshold for Mailmark Economy, the Mailmark Economy Performance Rebate Amount which is due to you shall be calculated in accordance with paragraph 3 of this Appendix 1; and
  - (c) is less than the Band 1 Compensation Threshold for Mailmark Economy, the Mailmark Economy Performance Rebate Amount which is due to you shall be calculated in accordance with paragraph 4 of this Appendix 1.

## 2 Mailmark Economy Adjusted Mailing Volume and Mailmark Economy Agency Adjusted Mailing Volume

- 2.1 We shall first determine your Mailmark Economy Individual Base Volume for the relevant Service Standard Period.
- 2.2 Subject to paragraph 2.3 below, in respect of any Agency Postings handed over by you to us:
  - (a) we will calculate the each Mailmark Economy Agency Base Volume. The Each Mailmark Economy Agency Base Volume will be calculated on the basis of the information you give us pursuant to this Contract and we will not be responsible for the accuracy of such data and/or of the resulting Mailmark Economy Agency Base Volume; and

## <u>10-88230769-12\334470-572</u>

T

- (b) we will deduct each Mailmark Economy Agency Base Volume from your Mailmark Economy Individual Base Volume to determine the aggregate volume of Mailing Items in respect of which we may be liable to pay any Mailmark Economy Performance Rebate Amount directly to you.
- 2.3 Where you have not provided to-us with the required information in respect of the volume of Agency Postings handed over by you to us on behalf of any particular Relevant Principal:
  - (a) we will not be able to calculate their Mailmark Economy Agency Base Volume and/or any Mailmark Economy Performance Rebate Amount;
  - (b) the volume of such Agency Postings will remain part of your Mailmark Economy Access Customer Base Volume; and
  - (c) you will be responsible for paying to the Relevant Principal the proportion of the Mailmark Economy Performance Rebate Amount that we pay to you that is attributable to that Relevant Principal's Agency Postings.
  - 2.4 We shall be entitled (in our sole discretion) to deduct from the Mailmark Economy Access Customer Base Volume (which may include (if applicable) any Agency Postings pursuant to paragraph 2.3 above) an aggregate volume of the following types of Mailmark Economy Mailing Items to determine the relevant volume of Mailmark Economy Mailing Items in respect of which we need to calculate the relevant Mailmark Economy Performance Rebate Amount that we will pay to you (Mailmark Economy Adjusted Mailing Volume):
    - (a) any of your Mailmark Economy Mailing Items (including, if applicable, any of your Agency Postings pursuant to paragraph 2.3) that are part of the Mailmark Economy Aggregate Excluded Mailing Items;
    - (b) any of your Mailmark Economy Mailing Items (including, if applicable, any of your Agency Postings pursuant to paragraph 2.3) that are affected by a Disruptive Event that took place during the relevant Service Standard Period that have not already been included in the calculation of the Mailmark Economy Aggregate Excluded Mailing Items;
    - (c) any Missorted Mailmark Economy Mailing Items and any Mailmark Economy Mailing Items in Misrouted Mailmark Economy Containers, that are handed over by you and which we accept;
    - (d) the Mailmark Economy Mailing Items which we accept but which exceed the Tolerance set out in section 10.4.2(b) of the User Guide. For the avoidance of doubt, such exclusion shall apply only in relation to the volume of Mailmark Economy Mailing Items that have been "under forecasted" as further detailed in section 10.4.2(b); and <u>-</u> or-
    - (e) any Mailmark Economy Mailing Items which are handed over by you outside of the Access Window and / or outside of your booked Access Slot (as applicable) and which we accept.
  - 2.5 We shall be entitled (in our sole discretion) to deduct from the Mailmark Economy Agency Base Volume an aggregate volume of the following types of Mailmark Economy Mailing Items

<u>10-88230769-12\334470-572</u>

I

Ι

to determine the relevant volume of Mailmark Economy Mailing Items in respect of which we need to calculate the relevant Mailmark Economy Performance Rebate Amount that we will pay to each Relevant Principal (**Mailmark Economy Agency Adjusted Mailing Volume**):

- (a) any Mailmark Economy Mailing Items that form part of the Relevant Principals' Agency Postings and that are part of the Mailmark Economy Aggregate Excluded Mailing Items;
- (a) any Mailmark Economy Mailing Items that form part of the Relevant Principals' Agency Postings and that are affected by a Disruptive Event that took place during the relevant Service Standard Period that have not already been included in the calculation of the Mailmark Economy Aggregate Excluded Mailing Items;
- (b) any Missorted Mailmark Economy Mailing Items that form part of the Relevant Principals' Agency Postings.

## 3 Mailmark Economy Performance Rebate Amount at Band 1

- 3.1 Where (in respect of any Service Standard Period), our Mailmark Economy Service Standard Performance is less than the applicable Compensation Target for Mailmark Economy, but equal to or greater than the Band 1 Compensation Threshold for Mailmark Economy, we shall calculate the relevant Mailmark Economy Performance Rebate Amount in accordance with the following mechanism:
  - (a) we shall calculate the applicable compensation percentage by subtracting the Mailmark Economy Service Standard Performance from the Compensation Target for Mailmark Economy (Mailmark Economy Compensation Percentage);
  - (b) we shall multiply the Mailmark Economy Compensation Percentage by your Mailmark Economy Adjusted Mailing Volume or the Mailmark Economy Agency Adjusted Mailing Volume (as applicable) to determine the volume(s) of Mailmark Economy Mailing Items that have been delivered by us between the Band 1 Compensation Threshold for Mailmark Economy and the Compensation Target for Mailmark Economy (Mailmark Economy Applicable Volume(s)); and
  - (c) we shall multiply the Mailmark Economy Applicable Volume(s) by the Band 1 Compensation Rate for Mailmark Economy to calculate the relevant Mailmark Economy Performance Rebate Amount due to you and/or to your Relevant Principals (as applicable) under this paragraph 3.

## 4 Mailmark Economy Performance Rebate Amount at Band 2

- 4.1 Where (in respect of any Service Standard Period), our Mailmark Economy Service Standard Performance is less than the Band 1 Compensation Threshold for Mailmark Economy, we shall calculate the relevant Mailmark Economy Performance Rebate Amount in accordance with the following mechanism:
  - (a) we shall multiply your Mailmark Economy Adjusted Mailing Volume or the Mailmark Economy Agency Adjusted Mailing Volume (as applicable) by the difference between the Compensation Target for Mailmark Economy and the Band 1 Compensation Threshold for Mailmark Economy (expressed as a percentage) to calculate the

## <u>10-88230769-12\334470-572</u>

volume(s) of Mailmark Economy Mailing Items to which we apply the Band 1 Compensation Rate for Mailmark Economy (**Mailmark Economy Band 1 Applicable Volume(s)**); and

- (b) we shall multiply the Mailmark Economy Band 1 Applicable Volume(s) by the Band 1 Compensation Rate for Mailmark Economy to calculate the applicable Mailmark Economy Performance Rebate Amount(s) due at the Band 1 Compensation Rate for Mailmark Economy (Mailmark Economy Band 1 Compensation(s));
- (c) we shall determine the applicable compensation percentage that is relevant to determining the level of compensation due to you and / or your Relevant Principals where our Mailmark Economy Service Standard Performance is less than the Band 1 Compensation Threshold for Mailmark Economy by subtracting the Mailmark Economy Service Standard Performance from the Band 1 Compensation Threshold for Mailmark Economy (Mailmark Economy Band 2 Compensation Percentage);
- (d) we shall multiply the Mailmark Economy Band 2 Compensation Percentage by the Mailmark Economy Adjusted Mailing Volume or the Mailmark Economy Agency Adjusted Mailing Volume (as applicable) to determine the volume(s) of Mailmark Economy Mailing Items that have been delivered by us between the Band 2 Compensation Threshold for Mailmark Economy and the Band 1 Compensation Threshold for Mailmark Economy (Mailmark Economy Band 2 Applicable Volume(s));
- (e) we shall multiply the Mailmark Economy Band 2 Applicable Volume(s) by the Band 2 Compensation Rate for Mailmark Economy to determine the applicable Mailmark Economy Performance Rebate Amount(s) due at the Band 2 Compensation Rate for for Mailmark Economy (Mailmark Economy Band 2 Compensation(s)); and
- (f) we shall add the Mailmark Economy Band 1 Compensation and Mailmark Economy Band 2 Compensation to determine the total Mailmark Economy Performance Rebate Amount due to you and/or to your Relevant Principals (as applicable) under this paragraph 4.

Summary report:				
Litera Compare for Word 11.10.0.38 Document comparison done on				
17/12/2024 11:32:29				
Style name: Show Moves				
Intelligent Table Comparison: Active				
Original filename: Access Letters Contract - AVR changes - U	JPDATED			
WITH CN 095 097 098 099 106 108 109 110 111 - effective 1	2 April 2025			
(BASE).docx				
Modified DMS: iw://imanage.addleshawgoddard.com/LIVE/8	8230769/12			
Changes:				
Add	404			
<del>Delete</del>	115			
Move From	3			
Move To	3			
Table Insert	42			
Table Delete	2			
Table moves to	0			
Table moves from	0			
Embedded Graphics (Visio, ChemDraw, Images etc.)	0			
Embedded Excel	0			
Format changes	0			
Total Changes:	569			

## SCHEDULE 2

## THE USER GUIDE AS AMENDED

10-89848403-11\334470-572

# Access Letters User Guide

## **Table of Contents**

	Introduction	4
1.	Our services	5
		6
2.	The basics	7
	2.1 STEP 1: Prepare your address files	7
	2.2 STEP 2: Set up your systems	
	2.3 STEP 3: Prepare your sortation files	
	2.4 STEP 4: Check your design and print	
3.		
5.		
	3.1 <u>STEP 1: Choose your Service</u>	
	3.2 STEP 2: Fill the Mailing Items	
		11
	3.3 STEP 3: Address the Mailing Items	
		11
	3.4 STEP 4: Apply the Indicium-	
	3.5 STEP 5: Segregate your Mailing Items by Service Standard and processing option	
	3.6 <u>STEP 6: Segregate your Mailing Items by Format</u>	
	3.7 STEP 7: Segregate your Mailing Items by weight band	
4.	Choose and fill your Containers	
	4.1 <u>STEP 1: Choose your Containers</u>	
	4.2 STEP 2: Order your Containers and Consumables	
	4.3 STEP 3: Fill your Containers.	
	4.4 STEP 4: Labelling.	
_	4.5 STEP 5: Container fills and acknowledgement of under filled Containers	
5.	<u></u>	
	5.1 <u>STEP 1: Choose the correct CFL file</u>	
	5.2 <u>STEP 2: Format your labels</u>	
	5.3 <u>STEP 3: Print your labels</u>	
~		
6.		
	6.1 <u>STEP 1: Supply a Posting Docket</u>	
	C 2 STED 2: Submit a Manifest	40
	6.2 <u>STEP 2: Submit a Manifest</u>	
	6.3 STEP 3: Submit your Agency overlay report	
	0.5 <u>STEP 5. Submit your Agency overlay report</u>	
	6.4 STEP 4: Agree the Client Report	
	6.5 STEP 5: Produce Container documents-	
7.	Calculating your Postage	51
	Procedures before you handover mail	
	8.1 STEP 1: Book your Access Slots	
	8.2 STEP 2: Submit 7-Working Day rolling forecast	
	8.3 STEP 3: Submit a 1-day forecast	

	8.4 STEP 4: Submit your Posting Docket and Manifest
9.	Handing over your Postings
	9.1 Security procedures
	9.2 Health and safety
	9.3 Procedures whilst on site
10.	Handling non-compliant Mailing Items and Postings
<del>10.</del>	

## **APPENDICES:**

APPENDIX A: Addressing Mailing Items	
APPENDIX B: Key National Posting (KNP)	
APPENDIX C: Zonal Option	
APPENDIX D: Mixed Weight Service	
APPENDIX E: Mixing Supply Chain IDs (SCIDs)-	
APPENDIX F: Digital Stamp Indicator-	
APPENDIX G: Advertising Mail	
APPENDIX H: Advertising Mail Catalogue	
APPENDIX I: Partially Addressed Mail-	
APPENDIX J: Business Mail Large Letter	
APPENDIX K: Magazine Subscription Mail	
APPENDIX L: OCR (discontinued)	
APPENDIX M: Royal Mail Mailmark	
APPENDIX N: Royal Mail Mailmark Economy	
APPENDIX O: Royal Mail Manual Mailmark	
APPENDIX P: Poll card services	
APPENDIX Q: eManifest Billing	
APPENDIX R: Machinable Items (discontinued)	
3	

PPENDIX S: Trunking Services	
PPENDIX T: Do Not Redirect	
<u>etters</u>	

## Introduction

This User Guide provides the operational processes and specifications for you to prepare, present and hand over your Mailing Items to us. The User Guide can also be used by third parties you have engaged to assist you in your mail preparation and presentation.

The User Guide forms part of the Access Letters Contract ('Contract') between Royal Mail Group ('we' or 'us') and Postal Operators to our Inward Mail Centres.

## **Definitions and Interpretation**

Capitalised words in this User Guide have a particular meaning, as defined in Schedule 1 of the Contract. Additionally the following Capitalised words in this User Guide have below meaning:

Approved	means the Royal Mail Access Indicator and your Customer Access Indicator on a Mailing
Indicium	Item complying with the specification set out in this User Guide and which has been
	tested by us to our satisfaction and which has been approved by us in writing;

Batch ID	means the unique identifier that is assigned to a Batch once it has been submitted to the eManifest;			
Business Mail Large Letter Permitted Items	means the item exceptions to Goods Fulfilment Large Letters listed on the Website (or any replacement URL) which may be updated by us from time to time in accordance with your Contract;			
<u>Class Identifier</u>	means our marks or impressions shown on Mailing Items and/or Royal Mail Container complying with the specification set out in this User Guide;			
Consolidated Posting	means the total number of Mailing Items which you hand over on any single Working Day to us to convey and deliver and which has not been identified by you as a UCID Posting;			
Container ID	means the unique Container identification number that you have designated to the applicable Mixed SCID Container in accordance with the requirements of this User Guide;			
Early Access Slot	has the meaning given at Section 8.1(d) of this User Guide;			
eManifest ID	means the unique identifier that is assigned to an eManifest once that eManifest has been created;			
Goods Fulfilment Large Letter	means a Large Letter which comprises of or contains anything (including but not limited to printed material) which has an intrinsic or resale value (whether or not it has beer paid for by the addressee or other recipient), such as:			
	<ul> <li>(a) goods and articles sent in fulfilment of an order or request made to the sender, seller or supplier;</li> </ul>			
	(a) gifts and unsolicited goods;			
	(b) collectibles; and			
	spares and replacement parts;			
Handover Day	means the Working Day on which a Daily Posting is handed over at the Inward Mai Centres;			
Handover Time	means the time specified in the Trunking Scheme Particulars (see Appendix S of this User Guide);			
Key National Posting (KNP)	means a posting of exceptional size, volume, shape or geographical bias which requires specific planning to enable the Service Standard to be met;			
Mailmark Overlay Report	means an electronic file uploaded by a Participant that links the details of one or more Mailmark Mailings with a relevant UCID Posting declared on the Posting Docket. The layout and format of this file is specified by us and we may change this during the life of this schedule;			
Manual Item	means a Mailing Item that you hand over to us that does not comply with the Roya Mail Mailmark or Manual Mailmark specifications set out in the Contract;			
Mixed Weight	has the meaning given at Section 3.7(d) of this User Guide;			
Mixed Weight Posting	means a UCID Posting or Consolidated Posting containing only Mixed Weight Mailing Items;			
Priority Mailing Item	means a Mailing Item that is not a Standard Mailing Item or a Mailmark Economy Mailing Item;			
Prohibited Packaging	means: (c) padded envelopes; (d) cardboard; and any other stiff or inflexible packaging that cannot easily be manually folded;			
Revenue Protection	means our process of sampling and checking your Mailing Items on hand over to us;			

Summary Manifest	means a physical paper summary of the total number of Containers by Container type handed over at an Inward Mail Centre;
Vehicle Declaration	has the meaning given at Section 6.2(c) of this User Guide;
Zonal Indicator	means the indicator of the Zone to which a Mailing Item is to be delivered under the Zonal Price Plan.

This User Guide and all other information relating to services and offers can be found on our Website at <a href="http://www.royalmailwholesale.com">www.royalmailwholesale.com</a>. Please register to ensure you get easy access to the latest news and updates.

## 1 Our services

a. Our full range of Access Services are listed in Figure 1 below. The price you pay for each Access Service will differ according to the <u>Service Standard</u>, sortation level, Format, weight and processing option of your Mailing Items, and the price plan you are on as part of your Contract with us.

	ATTRIBUTES												
ACCESS SERVICE	PI	ROCESSI	NG	FC	RMAT	WEIGHT BAND					SORTATION		
	Mailmark	Manual Mailmark	Manual	Letter	Large Letter	1 - 100g	101 - 150g	101 - 250g	251 - 750g	Mixed Weight	48-Way Sort	Access 70	Access 70,000
Access 70	•	•	•	•	•	•	•	•	•	•		•	
Access 70 (48-way sort option)	•			•		•					•		
Business Mail Large Letter	•		•		•	•		•	•	•		•	
Advertising Mail	•		•	•	•	•		•	•	•	•****	•	
Catalogue Mail	•		•	•	•	•	•	•	•	•		•	
Partially Addressed Mail	•			•	•	•		•	•	•	•***	•	
Magazine Subscription Mail	•		•*		•	•		•	•	•		•	
Royal Mail Mailmark	•			•	•	•		•	•	•	•***	•	
Mailmark Economy	•			•		•					•	•	
<u>D+3</u>	•		•	•	•	•	•	٠	•	•	•	•	
Manual Mailmark		•			•**	•		•	•	•		•	
Poll Sort			•	•		•							•
General Large Letter***	•	•			•	•		•	•	•		•	

Figure 1: Access Services

\*You may hand over Magazine Subscription Mail Large Letters which are up to 10mm in thickness as either Mailmark Mailings or Manual Items. In all other cases Magazine Subscription Mail Postings must be posted using Royal Mail Mailmark. See Appendix K for details.

Effective from 25 October 2024

7

\*\*

\*\*The Manual Mailmark Service is available for General Large Letters only. See Appendix O for details. \*\*\*For more information on General Large Letters see Section 3.1(a) of this User Guide. \*\*\*\*Letters only.

## 2 The basics

You are required to sort, segregate and present your Mailing Items at Inward Mail Centres in accordance with the Contract and this User Guide. This section outlines the basic steps you should take to assist you with this.



## 2.1 STEP 1: Prepare your address files

### a. Ensure your Mailing Items are addressed accurately:

• You must ensure that your Mailing Items are fully and accurately addressed to the minimum address and Postcode accuracy requirements set out in Figure 2 below:

ACCESS SERVICE	MINIMUM ADDRESS AND POSTCODE ACCURACY REQUIREMENT
Access 70	90%
Business Mail Large Letter	90%
Advertising Mail	90%
Catalogue Mail	90%
Magazine Subscription Mail	90%
Poll Sort	100%
Royal Mail Mailmark	90%
Mailmark Economy	90%
Manual Mailmark	90%
General Large Letter	90%

Figure 2: Minimum address and postcode accuracy requirements

• If you are on either the Averaged Price Plan Two (Zones) or the Regional Price Plan as part of your Contract with us, and you are declaring your Mailing Items by Zone, you are responsible for uploading each Mailing Item to the correct Zone on the Manifest which you upload to DocketHUB. The minimum Postcode accuracy for each UCID Posting or Consolidated Posting must be provided to us electronically via DocketHUB or such other format as agreed by us. The Postcode must be consistent with the address stated according to PAF®.

#### b. Use PAF to manage your address data

- The best way to maintain the accuracy of your addresses is to link your customer database to our Postcode Address File (PAF®) by using one of our products based on PAF®. You can use the Postcode Information File (PIF) to append Delivery Point Suffix (DPS) information to Mailmark barcoded postings. To access the latest PAF or PIF file visit the <u>Royal Mail website</u>.
- PAF® contains over 30.831.9 million UK addresses and 1.8 million postcodes, which we constantly update to maintain its accuracy.

9

- Royal Mail supplies PAF® as raw data. There are three different PAF® files available:
  - 1. **Main File:** The master database Main File contains complete postcode and address information for over 30.8 million UK addresses. Main File contains no software and the raw data within it must be processed for use through IT applications;
  - 2. **Compressed Standard File:** An expanded form of the Main File with over 30.8 million UK addresses in sequential order, as well as Delivery Point Suffix data; or
  - 3. **Ranges File:** A similar format to the Compressed Standard File, it takes up less space by ranging numbered properties on the same postcode together in one record.

### 2.2 STEP 2: Set up your systems

#### a. Using DocketHUB:

- You must use the DocketHUB (or any successor electronic billing system) system to provide us with your Posting details. DocketHUB enables you to:
  - upload your Posting Dockets and Manifests and if applicable your Vehicle Manifests (see Section 6);
  - provide traffic forecasting;
  - book Access Slots; and
  - book driver and vehicle registration.

#### b. Set up your Access sorting software:

- You will need to set up software to enable you to sort your Mailing Items (see Section 2.3 for further details about sortation levels available).
- It is recommended you use accredited sorting software purchased through a software supplier listed on the <u>Software Supplier page</u> of our Website.

#### c. Using Mailmark:

- If you are using the Mailmark Service, to upload your Mailmark eManifests, you can request log on credentials for our eManifest Handling System (eMHS) by emailing our Mailmark team at <u>mailmark@royalmail.com</u>, providing your Mailmark Participant ID and a Supply Chain ID. Appendix M provides more detail on the steps you should go through to set up with Mailmark.
- To use Mailmark, you also need to have software in place to:
  - 1. create a 'Mailmarked' file i.e. allocating Supply Chain information, unique item IDs;
  - 2. create the correct barcode string of data with the file; and
  - 3. print the chosen Mailmark barcode.

Appendix M provides the full details of the specification requirements you must meet when using the Mailmark service.

10

## 2.3 STEP 3: Prepare your sortation files

#### a. Choose your sortation level:

- When presenting your Mailing Items you must choose a sortation level to sort the items to. We offer three sortation levels:
  - 1. **48-Way Sort:** This sortation level is available if you are posting Letters using our Mailmark option. If you choose this sortation level you will be required to sort your Mailing Items to circa 48 selections based on grouped Postcode Areas. Manual Letter Items and all Large Letters must be sorted to either Access 70.
  - 2. Access 70: If you choose this sortation level you will be required to sort your Mailing Items to circa 86 selections based on Postcode Areas.
  - 3. **Poll Sort Selections:** This sortation option is unique to our Poll Sort Service. You must sort poll cards to approximately 60,000 selections based on delivery walks, using the specified Election Sort Selection File as contained within the Access Selection Files. You must use the current version of the Access Selection Files.

#### b. Use our Access Selection Files to sort your Mailing Items:

- Our Access Selection Files provide the key data to enable you to sort your Mailing Items into the sortation levels. The Access Selection Files contain data only and not software. You will need to either develop software to sort your Mailing Items, or purchase a tailor-made product from a software supplier. A list of suppliers can be found on the <u>Software Supplier page</u> of our Website.
- The Access Selection Files can be downloaded at the <u>Access Selection Files page</u> of our Website.
- We support our customers to use the most up to date sortation by regularly updating our databases. This revision brings about a new "Version" of the Access Selection Files.

During the lifetime of the Access Selection Files, it is sometimes necessary for us to make changes for the introduction of new Postcodes. If new Postcodes are introduced, then a new Royal Mail Access Selection File "Release" is produced which reflects these additions.

The launch of a new Access Selection File is always "Release 1" and each new release thereafter is then numbered sequentially, until the next Version is produced.

To ensure that your Mailing Items are processed and delivered to the right address as quickly and efficiently as possible, you must use the current Version of the Access Selection Files to sort your Postings. It is also recommended that you use the most recent Release of the Access Selection Files.

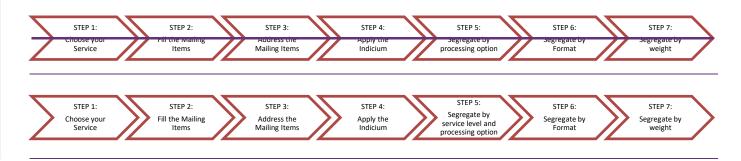
When you register at <u>www.royalmailwholesale.com</u> you can opt to be added to a mailing list to receive an email notification when we issue new Releases and Versions of the Access Selection Files. It is your responsibility to ensure that you implement these changes and that the current Version of the Access Selection Files is used.

## 2.4 STEP 4: Check your design and print

- a. When using our Mailmark or Manual Mailmark Service please ensure that the items meet our print and design requirements. This includes ensuring the location of the Delivery Address, the return address, Mailmark barcode, and the Indicia are correct and that the print quality meets our required standards.
- b. Some products do have constraints around the sealing of items, location of seals and specific areas where there should not be any print.
- c. Please see the Section 3 below for further details.

## 3 Preparing your physical Mailing Items

When it comes to preparing your physical Mailing Items you will need to decide the format, weight and processing option of your Mailing Items. You will also need to select the Service you will use to post your Mailing Items.



## 3.1 STEP 1: Choose your Service

### a. Meeting the Service specifications:

• The content of your Mailing Items will enable you to choose the appropriate Access Service to use to post your Mailing Items. For certain Access Services there is specification criteria you must meet to be eligible to use the Access Service:

SERVICE	WHERE TO FIND THE SPECIFICATION REQUIREMENTS
Business Mail Large Letter	Our Business Mail Large Letter Service is a content-based service. Eligibility for this Service will be conditional on the contents of the Large Letter and the outer wrapping material used. Refer to Schedule 4, Part 2: Business Mail Large Letter of the Contract and Appendix J of this User Guide.
Advertising Mail	Refer to Schedule 4, Part 2: Advertising Mail of the Contract and Appendix G of this User Guide.
Catalogue Mail	Refer to Appendix H of this User Guide.
Partially Addressed Mail	Refer to Schedule 4, Part 2: Partially Addressed Mail of the Contract and Appendix I of this User Guide.
Magazine Subscription Mail	Refer to Schedule 4, Part 2: Magazine Subscription Mail of the Contract and Appendix K of this User Guide.
Poll Sort	Refer to Appendix P of this User Guide.
General Large Letter	Our General Large Letters service tends to be used for fulfilment and it is the default service for Large Letters that do not meet the specification of the other Services which can be posted with Large Letters. General Large Letters can be sent using Manual Mailmark only providing the Manual Mailmark specification is met.

Royal Mail Mailmark	Refer to Schedule 8, Part 1: Royal Mail Mailmark of the Contract and Appendix M of this User Guide.
Royal Mail Mailmark Economy	Refer to Schedule 8, Part 2: Royal Mail Mailmark Economy of the Contract and Appendix N of this User Guide.
Royal Mail Manual Mailmark	Refer to Schedule 8, Part 2: Royal Mail Manual Mailmark of the Contract and Appendix O of this User Guide.

## 3.2 STEP 2: Fill the Mailing Items

#### a. What can and cannot be contained in a Mailing Item

- We cannot carry **prohibited items** through our Access postal network because they are forbidden further to international conventions and/or UK laws and regulations.
- We can only carry **restricted items** in certain circumstances.
- We also limit our liability on **valuable items** and request you do not send valuables through our Access postal network.
- A full list of prohibited items, restricted items and valuable items can be found at <u>www.royalmailwholesale.com/download-user-guides</u>. These lists may be amended from time to time in line with legal requirements or safety practises.
- In addition to the above, you must not send items that contain scam mail or any other similar material, including but not limited to items or mail sent in furtherance of a fraudulent or criminal act, or which in our reasonable opinion is intended to deceive the recipient into parting with money or other assets. For the avoidance of doubt, failure to comply with this requirement shall not constitute a breach resulting in termination of this agreement. If we have a reasonable suspicion that an item contains material that we consider to be scam mail or any other similar material, we may open that item, delay processing, refuse delivery and/or return the items to you, at your expense. In addition to our rights set out in this section, we may also inform third parties of our concerns in relation to the items you have sent, including the identity of the apparent sender and what action we have taken.

## 3.3 STEP 3: Address the Mailing Items

## a. Format the address correctly on the Mailing Items:

- You must ensure that you meet our addressing standards for both Delivery Addresses and return addresses as set out in Appendix A.
- You must ensure that every Mailing Item is clearly marked with a United Kingdom return to sender address and it is recommended it is located on the reverse of the Mailing Item (refer to Appendix A for more information on addressing standards).
- The use of a PO Box within the return to sender address is optional. If you choose to use a PO Box you can apply on the Royal Mail Website (please note that charges apply) at <a href="http://www.royalmail.com">www.royalmail.com</a>.
- Appendix M (Royal Mail Mailmark) provides specific details of the minimum information, positioning and layout requirements for addresses for each of our Mailmark options.

## 3.4 STEP 4: Apply the Indicium

## a. General conditions for applying Indicium to your Mailing Items:

- All Mailing Items (including unwrapped Mailing Items and Mailing Items within an Agency Posting) must carry a Royal Mail Access Indicator. You may also apply your own Customer Access Indicator if it has been approved by us first. Both of theseAdditionally if you are posting Priority Mailing Items you are required to apply a Class Identifier. These marks together are referred to as an Indicium.
- An Inward Mail Centre will not accept your Mailing Items if:

1. they do not bear a Royal Mail Access Indicator; or

1.2. you are posting Priority Mailing Items and they do not bear the correct Class Identifier; or

2.3. they bear your own Customer Access Indicator which we have not pre-approved.

• The Indicium cannot be used to access Royal Mail's Retail end-to-end services or for any other purpose.

### b. How should a Royal Mail Access Indicator look:

- The Royal Mail Access Indicator must comprise:
  - 1. the Royal Mail cruciform preceded by the words 'Delivered by'; and
  - 2. your unique Access Licence Number.

Upon setting up a Credit Account we will issue you with a unique Access Licence Number for your use on all Mailing Items (except when setting up a Credit Account as an Agency Customer in which case the Agency Customer shall use the unique Access Licence Number of its Agent, as described in Schedule 7: Agency Terms of the Contract.

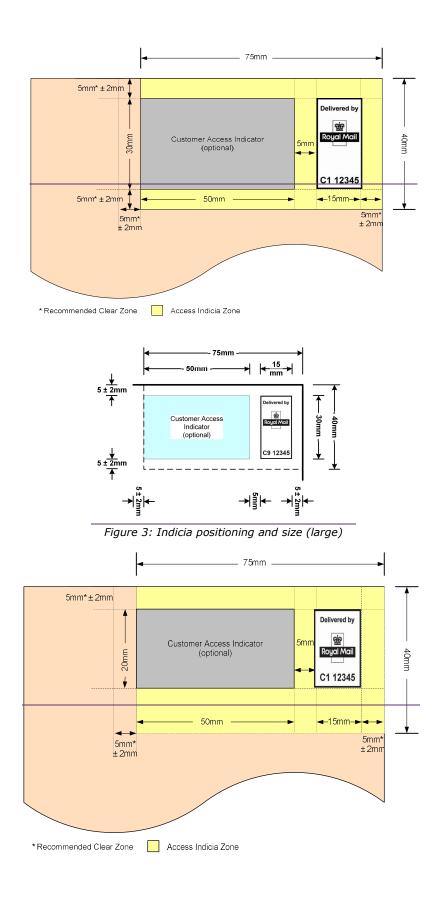
This unique Access Licence Number will be incorporated within the Royal Mail Access Indicator for your use. We will not accept a Posting unless all Mailing Items include and clearly display your unique Access Licence Number.

• An example of the Royal Mail Access Indicator is shown below at Figures 3 and 4 demonstrating the characteristics and positioning requirements when applying a large or small Royal Mail Access Indicator. Our <u>Indicia page</u> of our Website also provides details of the mandatory print and design specifications for the two sizes available and positioning requirements of the Royal Mail Access Indicator on all Mailing Items. A copy of the actual Indicium template, which you must comply with, will be available to you (once your Credit Account has been set up) to download from the Website. You must get our written approval for all designs and subsequent design changes. We require at least two months' written notice of design proposals prior to any requested implementation date. You may not use any designs before we have given you our written approval. This notice period allows us to carry out technical testing and other approval procedures.

### c. How should a Customer Access Indicator look:

- The Customer Access Indicator is optional for you to use on Mailing Items but there are design and location constraints. Figures 3 and 4 below demonstrate the size and positioning requirements when using either a large or small Customer Access Indicator.
- You must seek approval of your Customer Access Indicator design in line with the approval process set out on the <u>Indicia page</u> of our Website. For us to manage the operation of Access, unless we otherwise agree, you are limited to a maximum of 5 different designs for your Customer Access Indicator. Negative versions (i.e. a reverse image, for example, white on black) of current approved positive images of Customer Access Indicators are not classed as additional designs, and are included within the maximum 5 designs allowed. These negative images may be tested and must be agreed in writing by us before they can be accepted on Mailing Items.
- The Customer Access Indicator must clearly and uniquely identify you or your carrier (where you use a carrier to hand over Mailing Items to us at Inward Mail Centres) by including either:

- 1. your legal entity name, or the legal entity name of your carrier; or
- 2. a design registered by you or your carrier; or
- 3. a trade mark design registered to you or your carrier; and
- 4. the Royal Mail Access Indicator (see Section 3.4(b)).



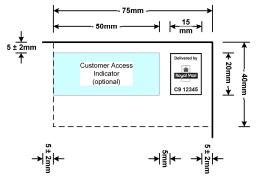


Figure 4: Indicia positioning and size (small)

- Stamp-like Indicium: Included as one of your 5 approved designs, you also have the option of creating a stamp-like Indicium which may be printed as an image on to the Mailing Item or can be applied as a self- adhesive label. The stamp-like Indicium must include the Royal Mail Access Indicator (see Section 3.4(b)) and <u>where specified the Class Identifier and be approved by us before we accept it.</u> Full details of the stamp-like Indicium specification can be found in our <u>Stamp-like Indicia User Guide</u>.
- Digital Stamp Indicator: You have the option of creating a Digital Stamp Indicator. when you are
  posting Standard Mailing Items and Mailmark Economy Mailing Items. Digital Stamp Indicators
  cannot be used on Priority Mailing Items. This option is only available if you post using Royal Mail
  Mailmark<sup>®</sup> and have agreed to Schedule 5, Part 6: Digital Stamps of the Contract. See Appendix F
  for full details of the approval process and design specifications.

#### d. How should a Class Identifier look:

4

• A Class Identifier should be applied to Priority Mailing Items. Figures 5 and 6 below demonstrate the size and positioning requirements when applying the Class Identifier to Mailing Items.

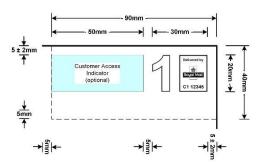


Figure 5: Small Access Indicia Design dimensions (not to scale)

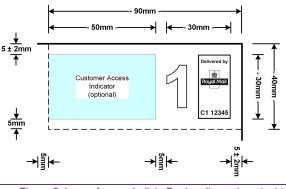


Figure 6: Large Access Indicia Design dimensions (not to scale)

## d.e. Format the Indicium and Class Identifier correctly on the Mailing Item:

- You must ensure that you position and lay out the Indicium and Class Identifier in line with our requirements set out in this User Guide.
- Appendix M (Royal Mail Mailmark) provides full details of the positioning and layout requirements for Indicium for the Mailmark option.

## 3.5 STEP 5: Segregate your Mailing Items by in Trays, bags or strapped bundles by Service Standard and processing option

#### a. Segregate your Mailing Items by Service Standard:

- There are three <u>Service Standard options to choose from Priority</u>, <u>Standard and Economy</u>:
  - 1 **Priority:** the Priority Service Standard as specified in Schedule 2 of the Contract applies to <u>Priority Mailing Items;</u>
  - 2 **Standard:** the D+3 Service Standard as specified in Part 5 of Schedule 4 of the Contract applies to Standard Mailing Items;
  - <u>3 Economy: the Mailmark Economy Service Standard as specified in Part 2 of Schedule 8 of the</u> <u>Contract applies to Mailmark Economy Mailing Items;</u>
- Mailing Items within a Posting, UCID Posting or Consolidated Posting must be split into Trays, bags or strapped bundles and presented to us by Priority, Standard or Mailmark Economy Mailing Items.

#### b. Segregate your Mailing Items by processing option:

a...There are three processing options to choose from – Mailmark, Manual Mailmark or Manual Item:

- 1 **Mailmark** requires you to apply a barcode to each of your Mailing Items to enable our sortation and sequencing machines to read them. Adding a Mailmark barcode to each mailing item provides you with performance reporting of your Mailing Items when they are machine processed. This enables you to predict delivery and identify performance improvement opportunities. Appendix M provides full details of the specification requirements for you to meet when using the Mailmark option;
- 2 **Manual Mailmark** can be used for General Large Letters only subject to those General Large Letters meeting the specification requirements at Appendix O; and
- 3 **The Manual Item option** should be used for your Mailing Items that do not meet the Mailmark or Manual Mailmark specifications.

#### b.a. Segregate your Mailing Items by processing option:

- Mailing Items within a Posting, UCID Posting or Consolidated Posting must be split into <u>ContainersTrays, bags or strapped bundles</u> and presented to us by Mailmark, Manual Mailmark or Manual Items.
- 3.6 STEP 6: Segregate your Mailing Items in Sleeved Yorks, Trays, bags or strapped bundles by Format:
- a. Are you posting a Letter or Large Letter?

• When posting Manual Items each Letter or Large Letter must comply with the following range of physical parameters:

	LETTER	LARGE LETTER
Dimensions	Minimum – 100mm x 70mm Maximum – 240mm x 165mm	Maximum – 353mm x 250mm
Thickness	Maximum - 5mm	Maximum - 25mm
Weight	Maximum – 100g	Maximum – 750g

- If you are posting using the Mailmark or Manual Mailmark options, Appendix M (Royal Mail Mailmark) and Appendix O (Royal Mail Manual Mailmark) respectively provide full details of the physical parameters which each Format must meet for each of these options.
- For Mailing Items which have an outer cover, and are posted as a Manual Item or using Manual Mailmark, we will exclude the outer cover, provided it is flimsy and easily folded, for the purposes of calculating the length and width size parameters of the Mailing Items.
- For Mailing Items which have an outer cover, and are posted using Mailmark we will include the outer cover, for the purposes of calculating the length and width size parameters of the Mailing Items.
- We also have specific dimensions design requirements which you must comply with when posting poll cards. See Appendix P of this User Guide.

## b. Segregate your Mailing Items by Format:

• Each Posting must be segregated into <u>ContainersSleeved Yorks (Large Letters only)</u>, <u>Trays</u>, <u>bags</u> <u>or strapped bundles</u> as Letters and Large Letters. Additionally you must split each UCID Posting or Consolidated Posting within a Posting by Letter and Large Letters.

## 3.7 STEP 7: Segregate your Mailing Items in Sleeved Yorks, Trays, bags or strapped bundles by weight band

## a. Choose your weight band:

• Figure 1 provides details on the weight bands which are available according to the Service and Format of your Mailing Items.

## b. Segregate your Mailing Items by weight band:

• Once you have segregated your Mailing Items by Format, you must further segregate those Mailing Items into Sleeved Yorks (Large Letters only), Trays, bags or strapped bundles according to the weight band.

#### c. What is Mixed Weight?

• Mixed Weight is a presentation option for Large Letters only allowing you to hand over Large Letters of different weight bands within a Container at an Inward Mail Centre, unless you are posting Catalogues (in which case the Mixed Weight rules within Appendix H will apply to those Catalogues). You may use this presentation option if you have signed up to Schedule 5, Part 1: Mixed Weight of the Contract and completed the implementation timeline with us successfully. Your Access Account Director will be able to advise of the timescales involved.

• Appendix D provides full details of the presentation requirements you must meet when presenting Mixed Weight.

# 4 Choose and fill your Containers

Once you have prepared your physical Mailing Items, you will need to place the Mailing Items into Containers ready for presenting to us.



# 4.1 STEP 1: Choose your Containers

#### a. Choosing an approved Container:

- You must present Mailing Items to us in an approved Container. You may not use any containers other than those permitted under your Contract to deliver mail to our Inward Mail Centres.
- We have three types of Container you can choose from:
  - 1. **Tray**. To use Trays to present your Mailing Items, you must have signed up to Schedule 6, Part 1: Tray Loan of the Contract. You can find the schedule on the <u>Contracts page</u> of our Website;
  - 2. Bag; or
  - 3. **Sleeved Yorks**. Sleeved Yorks are essentially York Cages with plastic sleeves permanently attached within. To use Sleeved Yorks to present your Mailing Items, you must have signed up to the relevant Part of Schedule 6: Container Options of the Contract. You can find the Schedule on the <u>Contracts page</u> of our Website.
- There are also options available to present Mailing Items without wrapping or envelopes (see Section 4.3(d)) or in strapped bundles or unbagged (see Section 4.3(e)).

#### b. Choosing the correct Container according to Format:

• The three Container types are restricted depending on whether you are posting Letters or Large Letters, as illustrated in the table below:

FORMAT	CONTAINER									
	Tray*	Bag	Sleeved Yorks*							
Letters	•	•								
Large Letters (up to 10mm thickness)	•	•								
Large Letters (more than 10mm thickness AND less than 240mm x 165mm in size), including General Large Letters	•	•	•							
Large Letters (more than 10mm thickness AND more than 240mm x 165mm in size)		•	•							

\*Trays and Sleeved Yorks enhance mail hygiene and enable for more efficient processing of certain Mailing Items. We offer lower prices are available for Mailing Items when presented in Trays. You can view our prices on the <u>Price List page</u> of our Website.

# 4.2 STEP 2: Order your Containers and Consumables

# a. General conditions relating to Containers and blank labels and bag ties (Consumables):

- Containers and Consumables (and any other such property we may introduce from time to time) we supply to you shall remain our property at all times.
- Containers and Consumables shall not be used by you or any 3<sup>rd</sup> party suppliers for any other purpose than carrying out your obligations of this User Guide and your Contract.
- You shall return all property to us upon termination of your Contract or otherwise as we may reasonably request.
- You shall keep the property in the safe custody and in reasonably good condition, allowing only for reasonable wear and tear.
- We shall be entitled to inspect Containers and Consumables which we supply to you, at any reasonable time, and in the case of misuse of the property by you, your customers or your 3<sup>rd</sup> party suppliers, we may repossess such property acting reasonably.

# b. Supplying Trays to you:

- By request and where mutually beneficial, we will supply you with an agreed volume of our Trays. To place an order for Trays contact DSACC by emailing <u>DSACC@royalmail.com</u>.
- The supply will be in a ratio appropriate to your daily requirement which is determined by DSACC based on average daily handover.
- To facilitate efficient procedures in the supply chain no other tray design is permissible. If we introduce new designs of Trays, you shall accept these Trays that we provide.
- You need to allow an appropriate lead time for the supply of trays, which will vary according to various factors, including the time of year. Therefore you must notify additional requests for our Trays to DSACC as soon as possible but no less than 10 Working Days prior to the Posting for which they are required. If you are posting Key National Postings (KNPs) (see Appendix B) you must notify additional requests for Trays to DSACC no less than 14 Working Days prior to the KNP for which they are required.
- We operate a one-for-one exchange of Trays with you at the point of handover, or with your carrier on your behalf, at each Inward Mail Centre at which you hand over Mailing Items, meaning we will we will lend you one empty Tray for each Tray you present. This process must be supported by an accurate waybill (see Section 6.5(a)) for audit trail purposes.
- After you collect Trays from us, you shall distribute them to your premises.
- You shall not remove any labels or markings that we or the manufacturers put on the Trays. You shall not allow any other labels or markings to be put on the Trays without our prior written consent.
- If you do not have enough Trays, you must bring Mailing Items to our Inward Mail Centres in another Container subject to meeting the requirements for that Container, for example Format, as set out in this User Guide.

# c. Supplying Yorks to you:

- We do not supply Yorks to you unless it is operationally mutually beneficial to do so.
- We supply two types of Yorks to customers York Cages and Sleeved Yorks. York Cages and Sleeved Yorks can be used to load Trays, bags or strapped bundles containing Mailing Items. Sleeved Yorks can also be used to loose load Large Letters over 10mm thickness. York Cages must not be used for loose loading any Mailing Items.

- Yorks may only be purchased, hired or leased in accordance with the relevant York optional schedule of the Contract which you have agreed to. Whether purchased, hired or leased, Yorks must only be used in accordance with the terms of the relevant optional schedule and this User Guide.
- All requests for Yorks should be notified to DSACC as soon as possible but no less than 10 Working Days prior to the Posting for which they are required.
- We operate a one-for-one exchange of Yorks with you, or your carrier on your behalf, at each Inward Mail Centre at which you hand over Mailing Items, meaning we will exchange with you one empty York for each York you present to us. This process must be supported by an accurate waybill (see Section 6.5(a)) for audit trail purposes. You agree that as part of the one-for-one swap we may provide you, at our sole discretion, with Yorks that are either York Cages or Sleeved Yorks.
- After you collect Yorks from us, you shall distribute them to your premises.
- In relation to Leased Yorks, you shall:
  - 1. treat all Leased Yorks in your possession or control with care and take all reasonable steps to prevent damage or loss to them; and
  - not use fork-lift trucks (or any other vehicle, machinery or equipment reasonably likely to damage them) to transport, load, unload or otherwise deal with the Leased Yorks and Leased Sleeved Yorks.
- You shall not remove any labels or markings that we or the manufacturers put on the Yorks. You shall not allow any other labels or markings to be put on the Yorks without our prior written consent.
- If you do not have enough Royal Mail Yorks, you may bring Mailing Items in bags, Trays or strapped bundles to our Inward Mail Centres in your own containers, including Customer Yorks, as long as if you carry mail in containers which are not Customer Yorks you transfer the mail into Royal Mail Yorks at the loading dock at our Inward Mail Centres before hand over to us. You may not use any containers other than Royal Mail Yorks or Customer Yorks to deliver mail to our Inward Mail Centres.
- If you do not have enough Sleeved Yorks to put loose Large Letters into, you may bring Large Letters over 10mm thick to our Inward Mail Centres in bags or strapped bundles. You may not use any containers other than Sleeved Yorks or bags for the handover of Large Letters over 10mm thick.
- To allow for work in progress, you will need to purchase or lease Yorks at a minimum ratio of 3:1 for your peak volume usage. For example if on your peak handover you give us 5000 Yorks, you must lease or purchase 15000 Yorks to allow for works in progress.
- If you use your own containers (i.e. containers which you have not purchased, hired or leased in
  accordance with the relevant Part of Schedule 6: Container Options of the Contract), you must
  unload all Mailing Items from your containers at the point of handover to us. We will reject any
  such containers which you try to hand over to us with the Mailing Items still loaded within. We will
  supply suitable Containers at the point of handover for you to place Mailing Items into.
- If we introduce new designs of Royal Mail Yorks, you shall accept the Royal Mail Yorks that we provide you with whether or not they are of that new design.

# d. Supplying bags to you:

- Each Working Day, we will supply bags to you, as you may reasonably require, according to a preagreed site/volume schedule. The schedule will be reviewed by DSACC regularly, tracking the average monthly bag usage and availability of bags in the Inward Mail Centres, and your Account Director will discuss the usage and availability with you following DSACC's review.
- Where you require additional bags you must provide at least 5 Working Days' notice to DSACC. For requests for more than 100,000 bags a week, at least 10 Working Days' notice must be given to DSACC. You must collect ad-hoc bags from the location which we specify.

- Our bags must only be used for the final bagging process prior to handover to the Inward Mail Centre. Empty bags must be collected from our specified Inward Mail Centres at a time agreed by you and DSACC.
- We do not supply Yorks for the transportation of empty bags. If you require bags to be transported in Yorks, you must provide enough of your own Yorks for the bags required. Alternatively, you can loose load the bags. It is your responsibility to load the vehicle. Should you wish to introduce your own, wheeled, braked container that can be nested for the purpose of bag collection, we will need to carry out a national risk assessment and a local risk assessment on the container to determine if it is acceptable for the safe collection of bags and the associated processes, for example storage. You must provide details of Safe Systems of Work for the container type and we will need to be trained in its use.

# e. Supplying blank labels and bag ties to you:

- We will supply Consumables to you, as you may reasonably require, according to a scheduled monthly supply based on your average monthly Container use. This volume will be reviewed regularly to track the average monthly usage.
- You shall only order blank labels and bag ties from DSACC by emailing <u>DSACC@royalmail.com</u>. Where additional ad-hoc Consumables are required you must give DSACC at least 5 Working Days' notice of your requirements. We will assess your requirements and use reasonable efforts to provide your required amounts within the notice period. Consumables ordered will be delivered to your nominated address as detailed in the Letters of Responsibilities agreed between us, you and your Carrier.
- We provide blank labels and bag ties which must be used for final containerisation, labelling and sealing prior to handover to us.
- Consumables will be supplied in multiples of the appropriate box fills. We do not provide any other consumable items, such as rubber bands and bundle ties.

# 4.3 STEP 3: Fill your Containers

# a. Presenting your Mailing Items in bags:

# **Bundling Mailing Items**

- Mailing Items of a similar weight, shape or size must be bundled securely within bags. The number of Mailing Items in each bundle will depend on the nature of the Mailing Items which will normally be determined by their size and thickness.
- Each Standard Selection Code may consist of several bundles.
- Each individual Mailing Item must be securely sealed.
- There is no minimum limit to the number of Mailing Items in a bundle provided they are of a similar weight, shape or size. However as many Mailing Items as possible must be included within each bundle (subject to the maximum Container weight).
- There is no maximum limit to the number of Mailing Items in a bundle provided the bundles do not exceed the maximum weight limit of the Container in which the bundle is then placed, and the thickness of the bundle does not exceed that which can be held in one hand (approximately 15cm).
- All bundles must be tied with the Mailing Items facing the same way, using sufficient strapping or rubber bands, so that they do not burst open in the bag, given reasonable handling conditions. If Mailing Items are 'wedge-shaped' and the spine prevents you from stacking the bundle of Mailing

Items evenly, they should be counter-stacked with the top half facing the opposite way to the bottom half.

- Mailing Items should be bundled in such a way as to not damage the individual Mailing Items.
- Once the ties or strapping have been removed the Mailing Items must be capable of being handled individually and must not be stuck to one another for any reason, including any stuck together due to the use of any adhesive in the mail production process.
- Bundles that become insecure due to inadequate strapping or other material used will be subject to Adjustments<sup>1</sup>.

# Bagging Mailing Items

- Once the Mailing Items are bundled, they must be bagged. The maximum bag weight we will accept
  is 11kg, including the weight of the bag, bag tie and label. Depending on the volume of the Posting,
  more than one bag for a Standard Selection Code may be needed. To make sure the bag weight
  will not exceed 11kg, it is usual practice to mark the bag breaks on the Mailing Items. You must
  make sure that more than one bag is used if the weight of a bag, bag tie and label exceeds 11kg.
- You must make sure that all Mailing Items for a single SSC are included in one bag unless the maximum weight is exceeded. Where possible all Mailing Items within each bag should be of a similar weight, shape or size. The bag neck should be securely tied/strapped with a bag tie provided by us. Bags must not be tied through the 'D' rings.
- To determine when a new bag must be started and a new label provided, you will need to distinguish where the Mailing Items for one SSC ends and a new SSC begins. There are a variety of ways to do this, for example by printing the SSC near the address which determines that it is time for new bag when the code changes. Software can be set up to print a distinguishing mark (e.g. three asterisks) on the last item for each bag in each SSC, or you may work through the printout of its sorted mailing list and mark it by hand. You can produce a blank label as a SSC break indicator between each SSC.
- It is recommended that the long tail ends and loose ends of bag ties are tucked and wrapped in to the band formed by the bag tie to prevent it sticking out and causing injury to anyone handling the bags.

# b. Presenting your Mailing Items in Trays:

- Each tray shall contain only Letters or Large Letters for a single SSC.
- Trays weigh 1kg. The Tray, the label and the Mailing Items within must not weigh more than 10kgs.
- You shall ensure that you do not load Trays into Yorks at our Inward Mail Centres in excess of the weight limits for Yorks of 250kg, or any other maximum weight limits that we may specify from time to time.
- Efficient use of Trays is mandatory as it is beneficial to the carrier and us. Consequently, for any single SSC, a Tray must be full before another Tray is used, unless the maximum tray weight is exceeded.
- Mailing Items to Guernsey (GY), are excluded from being presented in Trays for security and handling safety and must be presented in bags in accordance with Section 4.3a, unless you have

<sup>&</sup>lt;sup>1</sup> When sending Large Letter Mailing Items, the requirement to bundle as described in this Section 4.3 only applies to Advertising Mail, Magazine Subscription and Business Mail Large Letters. General Large Letters of a physical size and/or shape which prevents them from being securely bundled can be loose within bags.

agreed to Schedule 5, Part 2: Tray Decanting of the Contract in which case you can present such Mailing Items in Trays.

• When presenting Letters or Large Letters in Trays the following rules apply:

FORMAT	PRESENTATION REQUIREMENTS
Letters	<ul> <li>Letters must be stacked vertically on their long edge;</li> <li>Letters must be inserted upside down with the Access Indicium facing the Tray label (see Figure 5);*7)*;</li> <li>Letters must be loose loaded in Trays. They should not be bundled.</li> <li>Letters must not be packed tightly into Trays (see Figure 57);</li> <li>Letters must not be bundled.</li> <li>NB: *The only exception to letters being placed upside down is for machineable postcards which, due to the thickness, may be placed upright in the tray with the Indicium facing the tray label.</li> </ul>
Large Letters (less than 240mm x 165mm in size)	<ul> <li>The same presentation requirements as for Letters apply;</li> <li>Additionally, Large Letters must be laid horizontal with the Delivery Address facing the top, and placed as high as the plimsol line within the Tray (just beneath the open handle) – this allows the Trays to be carried and lifted (see Figure 79).</li> </ul>
Large Letters (less than 10mm thickness AND more than 240mm x 165mm in size)	<ul> <li>If placing the Large Letters into the Tray in a landscape position, the address and Access Indicium must be face up in the Tray, and with the Access Indicium away from the tray front and label (see Figure 68);</li> <li>If placing the Large Letters into the Tray in a portrait position, the address and Access Indicium face up in the tray, and with the Access Indicium adjacent to the tray front and label (see Figure 68);</li> <li>Large Letters must not be bundled;</li> <li>Large Letters must be laid horizontal and placed as high as the plimsol line within the Tray (just beneath the open handle) - this allows the Trays to be carried and lifted (see Figure 79).</li> </ul>

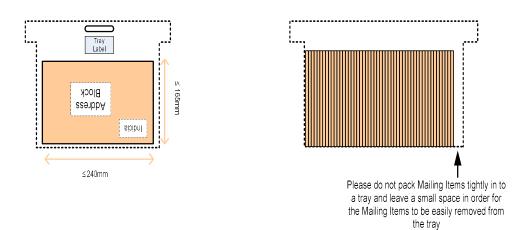
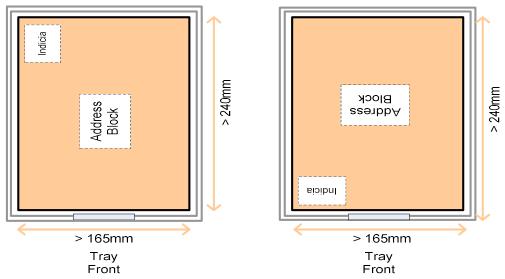


Figure 57: Mailing Item stacking requirements in Trays (cross section)



*Figure* <u>68</u>*: Mailing Item stacking requirements in Trays (landscape and portrait)* 

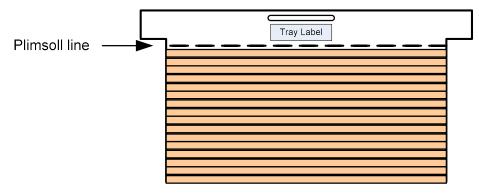


Figure 79: Plimsoll line fill

# c. Presenting your Mailing Items in Sleeved Yorks:

- Sleeved Yorks must only be used when fitted within Yorks. For clarity, Mailing Items must not be loose loaded into York Cages.
- You shall ensure that you do not load any York in excess of 250kg or such other maximum weight limits that we may specify from time to time.
- Efficient use of Sleeved Yorks is a requirement that is to the benefit of both the carrier and us. Consequently, for any single Standard Selection Code, an Sleeved Yorks must be full before another Sleeved Yorks is used for the same Standard Selection Code unless the maximum York weight of 250kg is exceeded.
- If you are loose loading Large Letters into a Sleeved York, those Large Letters must be placed loose into each Sleeved Yorks because we acknowledge that the physical dimensions and weight of the individual Large Letter may mean it is not suited to being bundled. Each Large Letter must be securely sealed.
- Each Sleeved <u>YorksYork</u> shall contain only Large Letters for a single Standard Selection Code. Standard Selection Codes must not be mixed within a Sleeved Yorks.
- Mailing Items to Guernsey (GY) are excluded from being presented in Sleeved Yorks for security and safety and must be presented in bags in accordance with Section 4.3(a). A Mailing Item for

Guernsey that cannot fit into a standard Royal Mail bag due to its physical dimensions must be presented and labelled as an individual Container.

# d. Presenting your Mailing Items without wrapping or envelopes (Unwrapped Mailing Items):

- We may accept Mailing Items in Containers (including when used in conjunction with Advertising Mail) without wrapping or envelopes.
- For all Unwrapped Mailing Items:
  - 1. All Mailing Items must be included in the 7 Working Day rolling and Forecasts and in the 06:30 DocketHUB upload (see Section 8.2 and 8.3).
  - 2. Each Mailing Item will be priced according to Format. If you post machineable Letters unwrapped, they will be priced as Large Letter format.
  - 3. We will destroy any Mailing Items that are undeliverable through lack of address particulars or because the address covers have become torn in transit;
  - 4. We cannot give any assurance on redirected Unwrapped Mailing Items;
  - 5. We cannot accept responsibility for damage in transit for unwrapped Mailing Items and any recipient complaints will be referred to the sender.
- For unwrapped Mailing Items posted as Manual Items:
  - 1. Each Mailing Item is to be pre-addressed on the cover, the Delivery Address positioned below and to the left of the Indicium;
  - 2. Size permitted: The maximum size of the unwrapped Mailing Item is 324mm x 458mm and the minimum size is 95mm x 145mm;
  - 3. Presentation: Large Letters must be bundled when presented in bags and must be loose when presented in Sleeved Yorks;
  - 4. If Mailing Items are presented in bundles without bags, the bundles must be crossed strapped or alternatively wrapped in polywrap of 30 microns and the posting must also meet the requirements of Section 4.3(d);
  - 5. Labelling: White labels are required;
    - a. Bundles held together by polywrap the bundle label must comprise of a white adhesive label of comparable size to the normal bag label (12cm x 5cm), and be applied to the outside of the polywrap. The label must be applied in such a position that it obscures the Delivery Address of the item beneath the wrapping to avoid the bundle being perceived as a single item of mail.
    - b. For Mailing Items presented in bundles without bags, strapped, the label must be attached securely to the strapping material used.
  - 6. Design: All pages of each Mailing Item in the unwrapped Posting must be of the same size and fixed together by staples or other means with the exception of the facing cover of the item may be a smaller size (e.g. either half the length or the width of the rest of the Mailing Item). This is providing that it is securely affixed to the spine of the Mailing Item.
  - 7. Inserts: Loose inserts are not permitted.

- 8. Onserts: Onserts are not permitted.
- For unwrapped Large Letters that are machinable:
  - 1. You may post only using Mailmark. Note: Unwrapped Letters can be sent using Mailmark or Manual Mailmark, provided such items comply with the Large Letter unwrapped specification and will be priced as Large Letter format.
  - 2. Size: The maximum size of the unwrapped Large Letter is 345mm x 245mm x 10mm and the minimum size is 145mm x 95mm x 0.5mm;
  - 3. Design:
    - a. You must meet the existing rigidity and stiffness requirements as specified in Appendix M (Royal Mail Mailmark) of this User Guide;
    - b. All pages (including the cover) must be of equal size;
    - c. No loose inserts or 'onserts' are permitted (e.g. pens, badges etc.);
    - d. All pages must be secured to the binding;
    - e. The spine must always be on a long edge furthest away from the Indicium;
    - f. The spine must be glued or stapled. (Punch & bind bindings are not permitted);
    - g. The cover of the Large Letter must have a paper weight of more than 50gsm;
    - h. The pages of the booklet must have a paper weight of more than 50gsm;
  - 4. Presentation: Unwrapped Large Letters must be presented in Trays. Large Letters that are less than 240mm x 165mm in size must be presented with the spine towards the top of the tray as illustrated in Figure 810 below:

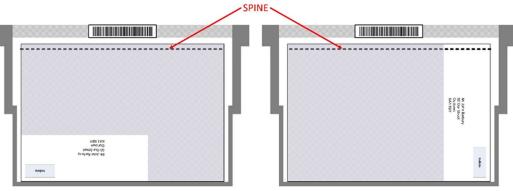
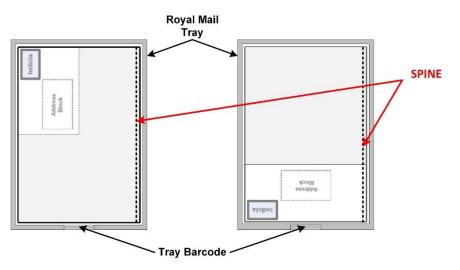


Figure 810: Unwrapped Mailing Items less than 240mm x 165mm in Trays

Unwrapped Large Letters that are more than 240mm x 165mm in size must be presented with the spine of the Large Letter on the right of the Tray when viewed from above as illustrated in Figure  $9\underline{11}$  below:



*Figure 8<u>11</u>: Unwrapped Mailing Items more than 240mm x 165mm in Trays* 

# e. Presenting your Mailing Items strapped bundled or unbagged:

- You must post at least 4,000 Mailing Items to present Mailing Items as strapped bundled/unbagged.
- All strapped bundled Mailing Items must be included in the 7-Working Day rolling and 1-day forecast and in the 06:30 DocketHUB upload (see Section 8.2 and 8.3).
- The dimensions of the Mailing Item must be between 125mm x 176mm and 324mm x 458mm in size.
- Each Mailing Item will be priced according to Format.
- Bundles must be either:
  - 9.1. securely double strapped (i.e. each bundle must be cross strapped, both lengthways and widthways). This additional strapping serves the same purpose as bags and helps protect the bundles whilst in transit. For Royal Mail Mailmark Letters and Large Letters presented in paper-wrap, customers are permitted to cross strap bundles across the width of the item on the proviso there are a minimum of two straps which are located towards the edge of each bundle. The strength of the strappex application and distance from each strap must be such that there is no risk of the contents of the bundle becoming loose during transit and the bundle being damaged or torn; or
  - <u>10.2.</u> wrapped with polywrap (30 microns).
- Postings that include bundles that are not strapped securely will be returned or subject to Adjustments. It is your responsibility to safeguard the hygiene of mail presented for posting (e.g. mail is free of moisture, clean and undamaged). The tension of any strapping applied to bundles should be such that:
  - 1. there is no damage to the Mailing Item;
  - 2. that the edges of the Mailing Item are not damaged in any way when the strapping is removed;

30

Examples of damage are the items or edges are torn, shredded or turned up in such a way they impact on processing or will provide a negative receiving customer experience

- When Mailing Items are of a single uniform thickness across the whole width and length of the item, they must be faced and bundled in the same direction.
- Where bulky Mailing Items are not of a single uniform thickness across the whole width and length, items must be bundled in such a way that the bundle is level and squared off at the ends. If a Mailing Item is thicker at one end, the items should be counter stacked with the top half of the bundle turned the opposite way to the bottom half. The Delivery Address must still be facing upwards.
- Elastic bands must not be used for holding bundles together. You are required to present bundles either brick stacked or column stacked in Containers.
- Bundles must not exceed the 6.4kg in weight.
- Each bundle must be stacked safely and securely in each York container.
- Individual Mailing Items with a weight up to 100g, or flimsy in construction, must have a bundle height of at least 15cm to maintain rigidity and efficiency when being handled.
- The volume of Mailing Items in each bundle must be maximised to ensure the minimum total number of bundles are presented for a single mailing, subject to sortation requirements. For example, it is not acceptable to present 2 bundles each weighing 3kg, for the same SSC. In this instance a single bundle of 6kg should be presented.
- Mailing Items to Guernsey (GY), are excluded from being presented as strapped bundles for security and handling safety and must be presented in bags in accordance with Section 4.3a.
- Labels must be securely affixed to the bundles.

#### f. Presenting Mixed Weight:

• See Section 3.7(c) for an explanation of Mixed Weight and Appendix D which sets out the presentation requirements.

#### g. Mixing Supply Chain IDs:

• If you have agreed to Part 4 of Schedule 5: Mixing Supply Chain IDs of the Contract, you may mix Mailmark Mailing Items belonging to different SCIDs into Containers. See Appendix E which sets out the presentation requirements.

# 4.4 STEP 4: Labelling

- a. Yellow labels are required for machineable products and white labels are required for Manual Items.
- b. For full labelling requirements and details see Section 5.

# 4.5 STEP 5: Container fills and acknowledgement of under filled Containers

#### a. Filling your Containers to the minimum level requirements:

- You must ensure that each Container contains either Letters only or Large Letters only. You must not combine Letters and Large Letters in a Container.
- The table below provides information about the minimum number of Mailing Items (including unwrapped and unbagged Mailing Items) you must fill within a Container:

FORMAT	MINIMUM CONTAINER FILL REQUIREMENTS
Letters	Each Tray or bag must contain at least 25 Letters each weighing no more than 100g.
Large Letters (excluding Large Letters declared as Magazine Subscription Mail)	<ul> <li>Each Tray or bag must contain at least:</li> <li>5 Large Letters each weighing no more than 100g; or</li> <li>5 Large Letters each weighing more than 100g up to 250g; or</li> <li>5 Large Letters each weighing more than 250g up to 750g.</li> </ul>
Large Letters declared as Magazine Subscription Mail	<ul> <li>Each Tray or bag must contain at least:</li> <li>10 Large Letters each weighing no more than 100g; or</li> <li>10 Large Letters each weighing more than 100g up to 250g; or</li> <li>10 Large Letters each weighing more than 250g up to 750g.</li> </ul>

• You can set your own minimum Container fill requirements to support your own production efficiencies as long as you meet the above minimum Container fill requirements.

# b. What happens if you have a Container which is not filled to the minimum fill requirements:

- An Under Volume Container is a Container that does not contain the minimum number of Mailing Items as defined in Section 4.5(a) above.
- If you do not fill your Container to the minimum requirement we may apply the Under Volume Container Charge in accordance with the calculation set out in Section 10 of this User Guide.
- You have an option to use a UCID on your Container labels.

# What is a UCID?

- A UCID is an identifying reference (maximum 15 characters) created and assigned by you. It uniquely identifies each of your discrete Customer Entities, Posting Entities and Originating Customers which allows you to associate Mailing Items relating to each separate entity/customer.
- If you choose to identify Mailing Items that have been prepared and sorted discretely from other Mailing Items by use of UCIDs you must first submit your proposed numbering methodology for your UCIDs to your Account Director for our approval. Your numbering methodology for UCIDs must relate to separate Originating Customers, Customer Entities or Posting Entities and we are looking for consistency of use of each UCID number each time the same Originating Customer, Customer Entity or Posting Entity sends Mailing Items with you for hand over to us. We will withdraw the right for you to use UCIDs if your use is not consistent.
- Where a UCID is assigned to a Customer Entity, Posting Entity or Originating Customer, each time you hand over Mailing Items for that particular entity or customer, the same unique UCID must be used. It is mandatory for that UCID to remain unchanged throughout the life of your Contract, except if you have our approval to make changes.
- Each Container forming part of a UCID Posting must be clearly identified with the correct UCID on the Container label (see Section 5.2) and if reasonably required by us must at hand over be clearly segregated from other Containers in a Posting which do not form part of that UCID Posting. The UCID on the Container label must correspond with the UCID number of the Manifest.

# How will you be charged if there is a Under Volume Container as part of a UCID Posting?

- Where you present a UCID Posting then one Under Volume Container per Standard Selection Code per UCID per Service used per day will be charged at the Access Charges relevant for that Service. This is subject to all other terms and conditions of the Contract being met.
- Any additional Under Volume Container will be charged the Under Volume Container Charge in accordance with the calculation set out in Section 10 of this User Guide
- For clarity, Under Volume Container Charges are applied in addition to the postage charges for the Mailing.

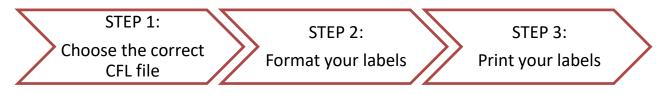
#### How we deal with Postings which have more than one Under Volume Container

- Where more than one Under Volume Container is produced, DocketHUB (or other systems we may develop and make available) will select the Under Volume Container per SSC per Service that will be charged at the relevant Under Volume Container Charge on the basis of the following:
  - 1. The Under Volume Container per SSC with the least number of Mailing Items; or
  - 2. Where two or more Under Volume Containers have the same number of Mailing Items, the Container with the highest average item weight.
- You shall ensure that the Container fill per Standard Selection Code is maximised.

# 5 Creating your Container labels

Containers must be labelled with Customer Final Labels (**CFL**), which indicate the destination and contents of the Container and include other information we require to deliver your Mailing Items.

Only labels provided by us and formatted to the specifications set out in this section, may be used for the final containerisation, labelling and sealing of Containers prior to handover to us (rough labelling will not be accepted).



# 5.1 STEP 1: Choose the correct CFL file

# a. Use the latest CFL file:

- You can download the latest Royal Mail CFL file from the <u>CFL Database page</u> of our Website. You must use the correct and current CFL database file for your labelling requirements.
- The CFL files link the correct Standard Selection Code with the routing and content information that you will require to format your labels.
- Postings made against National Price Plan One, Averaged Price Plan Two (Zones) and the Regional Price Plan (Zones) shall adhere to the labelling instructions for the "National" option where it is referenced in this section on CFL requirements.

# b. Use the correct coloured labels:

Depending on the processability of processing option you have chosen for your Mailing Items, you will need to use either white or yellow labels as illustrated in Figure <u>\$12</u> below. Figure <u>\$12</u> also shows the two data file options available – DSAMAN.DAT (for Manual, Mailmark Large Letter and Manual Mailmark) or DSAMEC.DAT (Mailmark Letter).

	Format		
	Letters	Large Letters	
Access Service and Machinability	Container La	ibel Colour	CFL Data File
Access 70 Manual Item	White	White	DSAMAN.DAT
Access 70 (inc 48-Way Sort)	Yellow		
Mailmark Letter			DSAMEC.DAT
Access 70 Mailmark Large Letter		Yellow	DSAMAN.DAT
Access 70 Manual Mailmark		White	DSAMAN.DAT

Figure 812: Label colour and data file options

# c. File layout:

• Each of the two data files contain information for the labels for your Posting. The information includes the file version (which directly relates to the Access Selection File version being used to sort your data), the Inward Mail Centre or destination office for the Mailing Items and the SSC. The information is laid out in each file as follows:

FIELD	SIZE	ТҮРЕ	COMMENTS
Database Version ID	3	Numeric	1 <sup>st</sup> digit represents version
			2 <sup>nd</sup> /3 <sup>rd</sup> digit represents release
Destination Office ID	3	Numeric	Unique identifier for each Inward Mail Centre
Standard Selection	5	Numeric	Unique identifier for sortation selections linked to a
Code			specific Inward Mail Centre or delivery office
Destination Office	30	Alphabetic	Inward Mail Centre or delivery office name
Standard Selection	30	Alphanumeric	A summary description of the sortation level and
Code Description			Service chosen
			Access 70 Postcode Area (or District) followed the by relevant Postcode grouping
			Access 70 Mailmark Letter - The word PLAN followed by the Plan number
			Access 70 Mailmark Large Letter - Postcode Area (or District) followed the by relevant Postcode grouping
Total	101		Record Length

# d. Using our DSADESTN.DAT (Destination Office) file

• Additional to the DSAMAN.DAT or DSAMEC.DAT files, the DSADESTN.DAT file contains a record for each destination office, together with address details, laid out as follows:

FIELD	SIZE	ТҮРЕ	COMMENTS
Database Version ID	3	Numeric	1st digit represents version
			2nd/3rd digit represents release
Destination Office ID	3	Numeric	Unique identifier for each Mail Centre
Destination Office Name	30	Alphabetic	Mail Centre Name
Address Line1	40	Alphabetic	1st line of the Mail Centre address
Address Line2	40	Alphabetic	2nd line of the Mail Centre address
Address Town	40	Alphabetic	Mail Centre Post Town
Postcode	8	Alphanumeric	Mail Centre Postcode
Total	204		Record Length

# 5.2 STEP 2: Format your labels

# a. Where to position information on your labels:

• Figures 913 and 1014 below show the dimensions of our bag and Tray labels. Both show the area for use by you to input your label information to assist you with your own routing of the Mailing

Items (**Customer Defined Information**) and the area of the label you must input information we require to help us route your Mailing Items (**Royal Mail Defined information**).

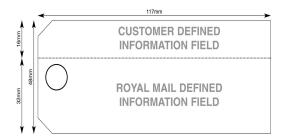


Figure 913: Bag label positioning guide

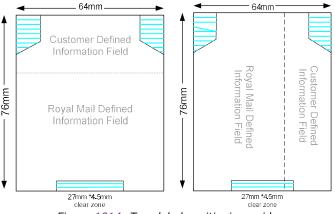


Figure 1014: Tray label positioning guide

# b. Seeking approval for your label design and Customer Defined Information:

- The Customer Defined Information field within the CFL is for your routing or other required information.
- The label design and any subsequent changes to the defined Customer Defined Information field require two months' prior written notice for approval from us before use. This is to avoid the potential for operational confusion. You must send hard copy proofs to your Access Account Director for approval prior to use.

#### c. Information you must include in the Royal Mail Defined Information field:

- The Royal Mail Defined information field is where you must include all the relevant information we require for you to route and handover the Container to the correct IMC.
- Figures <u>1115</u> to <u>1316</u> below are examples of what a Container label looks like, including the information to include, the specifications for field size, fonts and formatting. Please note all fields are aligned left, unless otherwise stated.

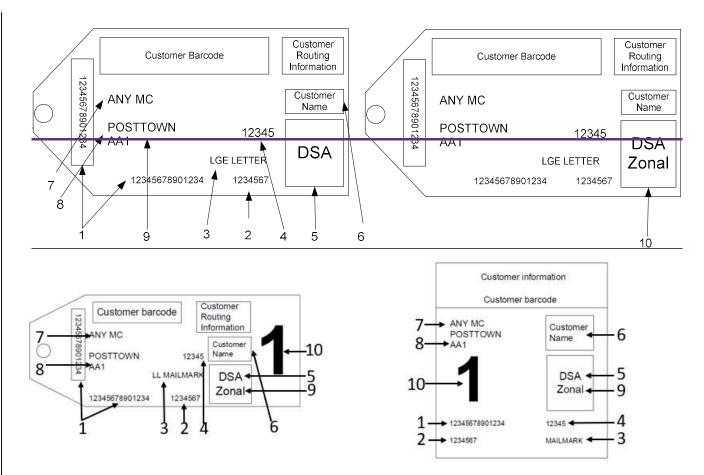
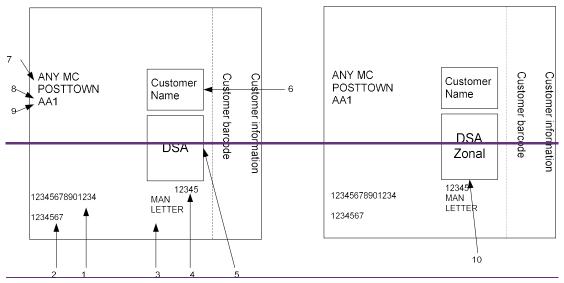


Figure 1115: Bag label National (left label example) and Zonal options (right label example)



and Zonal options (right label example)

\_Figure <u>1216</u>: Vertical Tray label National (left label example)

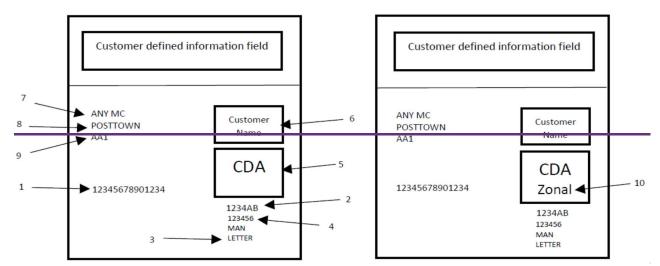


Figure 13: Horizontal Tray label National (left label example) and Zonal options (right label example)

 The below table provides further detail of what information against each of the label indicators in the above Figures <u>11 to 1315 and 16</u>, you are required to include on the labels:

LABEL INDICAT OR NO.	ROYAL MAIL DEFINED INFORMATION	DETAILS					
1	Unique Container Identification Number	This is an identifying number unique to that Container (maximum of 14 characters). The same unique number is to be printed on the Manifest against the description of that Container's contents. It is optional whether you want to repeat the unique Container ID when using bags on the vertical axis as illustrated in Figure $\pm\pm\pm15$ .					
2	Unique Customer Identification Number (UCID)	See Section 4.5(b) for more information about UCIDs and how you must use them.					
3	Format	This indicates whether there are Letters or Large Letters in the Container. Any references to Large Letters below includes General Large Letters. All formats shall be identified in the manner set out below and shall always be in uppercase:					
		Large <u>Manual</u> Letters - Manual Item	<del>LGE-</del> LTR				
		Manual Large Letters	MANLGE LTR				
		Mailmark Letters	MAILMARK				
		Mailmark Large Letters-	LL MAILMARK				

4	Standard Selection Code (SSC)	The SSC as per the Access Selection Files.							
5	Customer type indicator (Optional)	<ul> <li>another operator who uses for 'DSA' to be followed by Licence Number);</li> <li>CDA for customer direct a followed by the last 3 digits</li> <li>Service Indicator</li> <li>In addition when any of the follo is a requirement to identify the second /li></ul>	rs (where you are the carrier for their own Contract, it is optional the last 3 digits of their Access access customers (CDA is then of your Access Licence Number); wing <u>Access</u> Services are used it service level achieved. This must r Type within the Customer Type						
		Magazine Subscription Mail	Mag Sub						
6	Customer name	The name of the Customer or th	the Customer or their Access Licence Number.						
7	Destination office	The destination office is the Inward Mail Centre at which the Container is to be handed over.							
8	Standard Selection Code description	<ul> <li>This field defines the Postcode group or plan number within the Container and this information can be obtained from the CFL database:</li> <li>For Manual and Manual Mailmark - this is the Postcode Area (or District) followed the by relevant Postcode grouping;</li> <li>For Mailmark Letters - this is the word PLAN followed by the plan number, which relates to the Inward Mail Centre sorting plan the Container is going to.</li> <li>For Mailmark Large Letters - this is the Postcode Area (or District) followed the by relevant Postcode grouping.</li> </ul>							
9	Zonal indicator (optional)	The You may opt to include the included on the CFL if you are por Price Plan. The recommended p Indicator to the right of the CFL. It is mandatory for the wording of and a minimum point size of 10.	n the label to be clear and legible						
<u>10</u>	<u>Class Identifier</u> (applicable to Priority Mailing Items only)	The identifier `1' must be inclu posting Priority Mailing Items.	ded on the CFL where you are						

# d. Labelling unbagged Mailing Items:

- Each bundle containing unbagged Mailing Items must be labelled as follows:
  - 1. unique bundle ID number;
  - 2. UCID number;
  - 3. Format;
  - 4. Customer name or Access Licence Number;
  - 5. Customer type;
  - 6. Destination office;
  - 7. Standard Selection Code name;
  - 8. Standard Selection Code description-:

# 9. Class Identifier.

- For bundles held together with strapping, the label may comprise a simple carrier on top of the bundle and held in place by the strapping. You or your customer will provide these labels, which should be placed in the top right corner of the bundle and which may correspond to the dimensions of the items being posted, but must be at least 125mm x 176mm, and the text will be large enough to be highly visible (recommended 18 point or above).
- Where strappex has been used to hold the bundle together it is preferred that the Delivery Address is fully obscured on the top Mailing Item. This allows the bundle label to be applied through or across the strappex if desired.
- For bundles held together with polywrap, the label should comprise a white adhesive label, of comparable size to the normal bag label (12cm x 5cm), applied to the outside of the polywrap. The label should be applied in such a position that it obscures the Delivery Address of the Mailing Item beneath the wrapping to avoid the bundle being perceived as a single Mailing Item.
- Standard bag labels may only be used if they can be affixed securely to the top of the bundle and it can be assured that the label will remain on the top of the bundle during transport. (Attaching labels to the strapping with bag ties is NOT acceptable for Health and Safety reasons unless the loose end of the bag tie has been clipped.) It is not allowed to place loose labels under strapping.

# e. Use the correct size and font specifications for the label information:

• The following table provides a guide as to the font size and relative font height of the CFL characteristics for bag labels:

CHARACTERISTIC	FONT SIZE (HELVETICA BOLD AND ARIAL BOLD ARE BOTH ACCEPTABLE AS FONT TYPES)	FONT HEIGHT	MAXIMUM NO OF CHARACTERS
Unique Bag Identification Number	11pt	3mm	14
Unique Originating Customer/Customer Identification Number	11pt	3mm	15
Format	13pt	4mm	15
Customer Name	11pt	3mm	
Customer Type indicator	28pt (DSA or AGY) 21pt (DSA/XXX or AGY/XXX) 21pt (CDA/XXX) 8pt ADVM min 8pt	12mm (DSA or AGY) 6mm DSA/XXX or AGY/XXX) 6mm (CDA/XXX) 3mm	(DSA or AGY) 3+3 DSA/XXX or AGY/XXX) 3+3 (CDA/XXX) 6
Destination Office	17pt	7mm	25
Standard Selection Code Name	14pt	5mm	25
Standard Selection Code	14pt	5mm	5
Standard Selection Code Description	14pt	5mm	14
Database Version Indicator ( <b>optional</b> )	10pt Oriented 90 degrees	3mm	3
Zonal option Indicator ( <b>optional</b> )	Minimum 10pt	3mm	5
Mixed Weight Identifieridentifier	17pt	7mm	2
Class identifier	<u>56pt</u>	<u>12mm</u>	<u>1</u>

• The following table provides a guide as to the font size and relative font height of the CFL characteristics for Tray labels:

CHARACTERISTIC	FONT SIZE (HELVETICA BOLD AND ARIAL BOLD ARE BOTH ACCEPTABLE AS FONT TYPES)	FONT HEIGHT	MAXIMUM NO OF CHARACTERS					
Unique Tray Identification Number	10pt	3mm	14					
Unique Originating Customer/Customer Identification Number	10pt	3mm	15					
Format	12pt	4mm	15					
Customer Name	8pt	3mm						
Customer Type Indicator	28pt (DSA or AGY) 18pt (DSA/XXX or AGY/XXX) 18pt (CDA/XXX) 8pt ADVM min 8pt	12mm DSA or AGY) 6mm (DSA/XXX or AGY/XXX) 6 mm (CDA/XXX) 3mm	(DSA or AGY) 3+3 (DSA/XXX or AGY/XXX) 3+3 (CDA/XXX) 6					
Destination Office	16pt	7mm	25					
Standard Selection Code Name	14pt	5mm	25					
Standard Selection Code	14pt	5mm	5					
Standard Selection Code Description	14pt	5mm	14					
Database Version Indicator ( <b>optional</b> )	10pt Oriented 90 degrees	3mm	3					
Zonal option Indicator ( <b>optional</b> )	Minimum 10pt	3mm	5					
Mixed Weight Identifieridentifier	16pt	7mm	2					
Class identifier	<u>56pt</u>	<u>12mm</u>	1					

# 5.3 STEP 3: Print your labels

# a. Choose your label printing method:

- There are two methods you can use to carry out CFL:
  - 1. **Using label printers** If you are a large business, the label printer (similar to those used in our sorting offices) is probably the most efficient option for carrying out CFL. You could use a label printer in one of the following two ways:
    - i. **On Demand** this allows you to generate your own labels according to your specific needs, by keying in the relevant SSC to your internal software;
    - ii. **Batch File Processing** label printing machines can also be used in a batch processing mode by either, manually keying in label requirements in advance from a printed list or computer disk, or driving the printer directly from your computer system.

If this is the method you decide to use, you first need to decide whether to run the label printing machine on-line or off-line. This will depend on a number of factors:

- i. The number of production lines in use at any one time;
- ii. The type of mailing; and
- iii. The type of environment (both the computer and printer will operate more efficiently in a clean environment).

However, to operate the label printing machine off-line, in batch mode, you will first need to decide whether to key each batch of SSCs manually via an electronic process, or directly from your computer system.

2. **Database method** - we provide you with a label database containing the necessary geographic routing information to enable accurate labelling. You will, however, need to purchase or develop your own software to access this database.

There are two main areas you need to consider if implementing the database method:

- i. **Production process** we will supply you with blank labels and plastic ties to tie your bags; and
- ii. **Computer systems** we will provide you with test data and implementation guidelines (available from your Access Account Director). You will then need to perform the programming required to provide access to the CFL database, and the capability of the printer to produce labels meeting our specifications.
- Once you have chosen the labelling method you want to use, the first thing to do is to contact your Access Account Director, who will help you to work out your specific requirements. If you choose the database method, you must also produce a set of test labels for us to validate before you can fully implement Access labelling.
- Whichever method you choose, you should draft an appropriate contingency plan to implement in case the main system should fail.

# b. Printing labels onto unbagged Mailing Items:

- Where you wish to print labels directly onto Mailing Items, or the top item of a bundle, the Mailing Items must be of the following sizes:
  - 1. Letters: minimum size of 229mm long, 165mm high and 1mm thick. i.e. C5 envelope format
  - 2. Large Letters: maximum size of 353mm x 250mm x 25mm thick.
- The label content must meet the standard labelling requirements set out at Section 5.2 above. The only difference from the standard requirements is that it is permitted to print the label details on the Mailing Item if unwrapped or the outer wrap of the item.
- A label outline border must not be printed around the label.
- A 5mm clear zone must be provided around the 'label area'. Consequently, an area of 128mm by 58mm is required for the label and its clear zone as illustrated in Figure <u>1417</u> below:

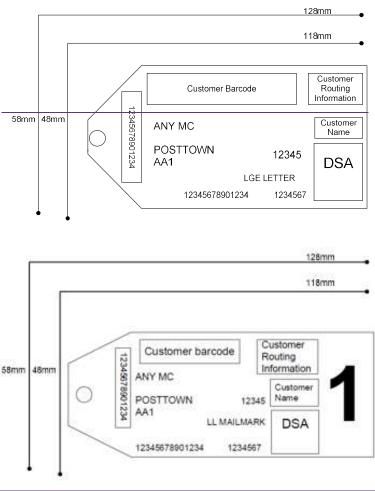


Figure 1417: Label clear zones

- The label must be printed on a white background and in an area free from other printing.
- The label must be positioned above and to the left of the Delivery Address block. Where the return
  address is on the front of the Mailing Item, the label must be below the return address block, as
  illustrated in Figure <u>1518</u>:

44

Return Address		Access Indicia Area
	Istomer barcode Customer information POSTTOWN B AA1 LRG LETTER DSA 12345678901234 1234567	
Address		

Figure <u>1518</u>: Return address positioning

- Where the bundles of a mailing are polywrapped, the current requirement to obscure the Delivery Address of the top Mailing Item with a carrier sheet/adhesive label over it remains. This is to ensure that the bundle is split before delivery and that all items do not go to a single address. However, where bundles have been strappexed, it is not mandatory to cover the top Delivery Address providing that the above labelling requirements are met.
- It is preferred that only the Access Indicium, Delivery Address block, return address block and the label should be visible on the face of the Mailing Item but this is not a mandatory requirement.

# 6 **Producing your documentation**

You must give us the correct documentation with your Posting.

For Royal Mail Mailmark® postings you will need to also submit the documentation as specified in this section, and a Manifest for DocketHub -will need to be uploaded. Please refer to Appendix M which provides further details about eManifests.



# 6.1 STEP 1: Supply a Posting Docket

# a. What is a Posting Docket?

- The Posting Docket is used to calculate the Access Charges that will be invoiced to you and it must accurately record the Daily Posting.
- You must supply a Posting Docket in respect of each Daily Posting, unless you have agreed to and you meet the eligibility requirements set out in Schedule 8, Part 4: eManifest Billing of the Contract, in which case, instead of providing a Posting Docket, you may solely provide a Vehicle Manifest via DocketHUB and an eManifest. See Appendix Q for further details about the specification requirements when using eManifest Billing.

#### b. How to supply a Posting Docket to us:

- Posting Dockets and supporting data to enable the creation of Manifests must be submitted electronically to us using our DocketHUB system (or other system that we may develop and make available),
- The Posting Docket must be confirmed and received by DSACC on the Handover Day of the Mailing Items to which the Posting Docket refers, no later than:
  - 1. 06:00am if you are using an Earlier Access Slot (see Section 8.1(b) below); or
  - 2. 06:30am if you are only using Access Slots which start at 07:30 or later.
- Our <u>Web-services technical specifications</u> provides useful guidelines and detailed specifications as to how to use DocketHUB.

# c. How DocketHUB calculates your Access Charges:

- The Posting Docket must represent the sum of the information provided in the Manifests relating to your Daily Posting. See Section 6.2 below to find out more about Manifests.
- DocketHUB will automatically calculate the indicative Access Charges for the Posting Docket, with the final values confirmed via our invoice to you. This is because DocketHUB holds the Access Charges to a different decimal place level to our invoicing system which creates small discrepancies due to rounding up.
- Where you are using an alternative system to DocketHUB, which we have approved, you shall calculate the Access Charges in accordance with the requirements of the Contract on the occasion of each Daily Posting and you shall provide full and accurate details of that calculation and Daily Posting in the Manifests in accordance with this User Guide.

# d. Queries or issues relating to DocketHUB:

- If you require additional information relating to DocketHUB, please contact DSACC in the first instance.
- In the unlikely event that problems arise and you are unable to submit a Posting Docket electronically, then with the prior agreement of DSACC alternative arrangements for the submission of Posting Dockets and Manifests will be made.

# 6.2 STEP 2: Submit a Manifest

# a. What is a Manifest?

- Please note: The Manifest is not to be confused with an eManifest. An eManifest is an electronic submission to eMHS for Mailmark postings only. An eManifest is a list of all the items for a Supply Chain and is uploaded each Working Day mail is handed to Royal Mail. Please refer to our eMHS Technical Specification, which you can find at <a href="http://www.royalmailwholesale.com/royal-mail-mailmark">www.royalmailwholesale.com/royal-mail-mailmark</a>, for details.
- A Manifest is your declaration of the details of the Posting to be handed over by you to us at each Inward Mail Centre.
- The Manifest:
  - 1. allows us to verify that Mailing Items have been presented in accordance with your obligations under the Contract and that the Posting Docket's details reflect the Postings and/or Daily Posting; and
  - 2. provide confirmation that some Mailing Items were handed over to an Inward Mail Centre.
- The Manifest must accurately represent the contents of each Container and must contain the following information:
  - 1. Account name;
  - 2. Access site (Inward Mail Centre being accessed);
  - 3. Access site address;
  - 4. Handover date;
  - 5. Your account number;
  - 6. Your Posting Docket number;
  - 7. Your Access Licence Number;
  - 8. Details of each Container must be listed on a single line including:
    - i. A unique Container identification number that corresponds to the same number on the Container label;
    - ii. eManifest ID only for when posting Mailmark Mailing Items;
    - iii. Supply Chain ID (SCID) only for when posting Mailmark Mailing Items;
    - iv. A UCID if relevant that corresponds to the same number on the CFL;
    - v. Standard Selection Code the SSC within the current Access Selection File for the relevant selection;
    - vi. Postcode Area the first alpha character(s) of the Postcode (i.e. G for Glasgow Postcodes);
    - vii. Product Code Details;
    - viii. Zone if applicable to your Price Plan, list the number of Mailing Items by Zone in a Container;
    - ix. Number of Mailing Items in each Container for National Price Plan One or Averaged Price Plan Two Postings populate in the "NAT" column;
    - x. Average Mailing Item weight;
    - xi. Total weight of Mailing Items excluding the weight of the Container, label and bag tie;
    - xii. Declared Container weight;
    - xiii. Declared Container items.
- Figure <u>1619</u> provides an example of what a Manifest looks like and the type of information you are required to provide within it:

							Si	te	М	ar	nife	es	t /	D	el	iv	er	y I	No	te	)								
	ddress :: :ference :													Ac Po	cœu	ntn g D	ocke	er:			l Mai	il dd	d/mm/yy						
	Individual	l Bag Identific	ation																						0		425 10		
Container ID no.	e Man Hest ID	Supply Chain ID	UC ID	ssc	Postbode Area	•		o. Her VVB 1							No. Hems W 82			No. hten WB3			No.hem.s WB3		Aue Weight WB3	Actual Total	Average Weight of	Total Maling	Format	Serube	Sortation
						N A T	8	с	D	z	N A T	A	8	с	D	z	N A T	A	8	с	D	z	0083	) (Velghi (Ng)	Mailing Ibms (g)	liems (uni B)			
12345678			ABCDEG	123	xx	x																			×	×	Large Letters	Mech	70
12345679			ABCDBG	124	XX	x																			×	×	Letters	Mech	70
				Told No.or Cantainers	Totals																								
		livery note do loubt, this do																		Ma	ail re	venu	ue protectior	i dhedks.			Fo	Royal Mail (a	ie o niy.
For	customeru:	se only																											5

Figure 1619: Manifest

• The handover of Mailing Items and the signing of the Manifest does not constitute acceptance of the Mailing Items by us. Acceptance of a Posting by us only occurs after Revenue Protection has taken place and any issues have been resolved in accordance with the provisions of Section 10 of this User Guide and Clause 3 of the Contract. A Posting will be deemed to have been accepted by us within one Working Day from handover by you unless we have raised any issues about the Posting with you.

# b. How to supply a Manifest to us:

- You must submit your data that creates each Manifest electronically via DocketHUB to DSACC.
- The Manifest must be confirmed and submitted no later than:
  - 1. 06:00am on the Handover Day if you are using an Earlier Access Slot at one or more Inward Mail Centres (see Section 8.1(b) below); or
  - 2. 06:30am on the Handover Day if you are only using Access Slots which start at 07:30 or later.
- In addition, two physical copies of either the Summary Manifest (see Figure <u>1720</u> and <u>1821</u>) or the Manifest (see Figure <u>1619</u> above) must accompany Postings handed over at an Inward Mail Centre.

Customer Name:				
Site Manifest / Deli	ivery Note			
IMC: Inward M <u>ail (</u>	Centre	Date of Hando	ver to F	Royal Mail:
IMC:		Account Numb	er:	
IMC Address:		Posting Docke	t:	
		Licence Numb	er	
Job Ref:		Sheet:	of	
Total Bags (Declarations + Exception	is) (	Total Trays* (Declarations + Exceptions)		Total ALPS* (Declarations + Exceptions)
1 Number of bags on the system upload	4	Number of trays on the system upload	7	Total number of ALPS on the system upload
2 Number of exceptions – bag removal from system upload	5	Number of exceptions – trays removal from system upload	8	Number of exceptions - ALPS removal from system upload
Number of exceptions – bag additions to 3 system upload	6	Number of exceptions – tray additions to <del>system upload</del>	9	Number of exceptions - ALPS additions to system upload
Total number of bags presented (Total =1-2+3)		Total number of trays presented 1 for 1 swaps (Total =4-5+6)		Total number of ALPS presented for 1 for 1 swaps (Total = 7-8+9)
Total Yorks* (total handed over 1 for 1 sw Total number of Yorks presented for 1 for 1 swaps *To be populated only when		ed appropriate Container Agree	ement.	
hh				
Customer use only:				

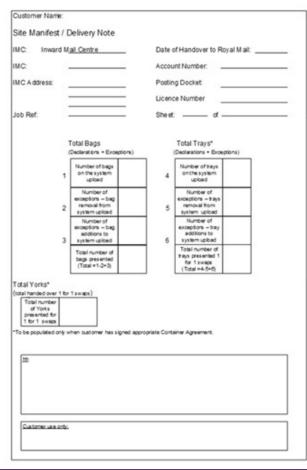


Figure <u>1720</u>: Summary Manifest for a single customer

Carrier name: nward Mail Centre The following Postings are handed ov	er today:					Handove Sheet:	r date to Roy of:	
Name of Contract Holder	Customer A	Customer B	Customer C					
Account Number								
Posting Docket:								
Licence number								
Total number of trays Including net effect of + and - exceptions								
Total number of bags Including net effect of + and - exceptions								
Total number of ALPS Including net effect of + and - exceptions								
Total number of bags, trays ALPS Including net effect of + and - exceptions								
his delivery note does not constitute lails verification checks. For the avoi ignature of Royal Mail lease print name ignature Carrier	dance of dou	bt this docun	ent only ack	nowledges th Il Mail use on	e handover o	of Mailing Iter Date of h	ns on the tim andover to F	pecified.
lease print name			-					

50

Carriers name		Mail centre ID			Handover date							
Vehicle registration			hicle ID	Sheet.	Sheetof							
The following Postings are hande	d over today:											
Name of contract holder	Customer A	Customer B	Customer C					]	Contair	ner total		
Account number								1	Handover	Returned		
Docket number								Bags	Ĩ.			
PPI licence number								Bundles				
BAGS*								Тгау				
STRAPPED BUNDLES*								Yorks				
TRAYS*												
YORKS*									Î			
									13 - SA			
* including net effect of +/- excep	ptions							_				
This delivery note does not co	onstitute accepta	ance that the ab	oove details are co	rrect as the	se details	will be subje	ct to Roya	l Mail re	evenue			
protection checks. For the av	oidance of doub	t this document	t acknowledges th	e handover	of Mailing	items on th	e time and	date sp	ecified.			
Signature Royal Mail			For Royal Mail use	only								
Please print name												
Signature Carrier			For customer use	only								
Please print name			Customer defined	information	field							

Figure <u>1821</u>: Summary Manifest for multiple customers

# c. Procedure if you have signed up to Acceptance by Vehicle:

- If you have agreed to Schedule 5, Part 3: Acceptance By Vehicle of the Contract, in addition to the Manifest, you are required to each Working Day:
  - accurately declare to us via DocketHub the number of vehicles due to arrive at each Inward Mail Centre for each Access Slot (Vehicle Declaration). For Access Slots prior to 09:00, you must upload your Vehicle Declaration no later than half an hour before your due Access Slot, and for Access Slots from 09:00 onwards, you must upload your Vehicle Declaration by 08:30.

If you fail to provide, or provide us with an inaccurate Vehicle Declaration, we may not be able to accept your vehicle(s). If it is operationally practical for us to do so, we shall accept the vehicle(s) but we reserve the right to charge you an administrative charge; and

- upload a Vehicle Manifest in to DocketHUB at least 30 minutes before your due Access Slot and provide two physical copies of the Summary Vehicle Manifest (see Figure <u>1922</u>) when you hand over the Mailing Items at an Inward Mail Centre. This Summary Vehicle Manifest is in place of the Summary Manifest.
- If you do not supply a Vehicle Manifest in line with the above, you must inform DSACC immediately. We shall refuse access to any vehicle that arrives at an Inward Mail Centre without having notified us in advance of its consignment by submitting a Vehicle Manifest.

51

Carriers name		Mail centre ID				Handover date								
Vehicle registration	icle registrationV			hicle ID						Sheetof				
The following Postings are hande	d over today:													
Name of contract holder	Customer A	Customer B	Customer C							]	Contair	ner total		
Account number										-	Hanover	Returned		
Docket number										Bags				
PPI licence number										Bundles				
BAGS*										Tray				
STRAPPED BUNDLES*										ALPS				
TRAYS*										Yorks				
ALPS*														
YORKS*														
* including net effect of +/- exception	otions													
This delivery note does not co protection checks. For the ave														
protection checks. For the ave		t this document	-				giteins	on the		i uate sp	ecilieu.			
Signature Royal Mail			For Royal Mail u	ise only										
Please print name														
Signature Carrier Please print name			For customer us Customer define		action fic	ы								
				eumorn	nation fie	iu								

Carriers name		Mail centre ID						Hando	ver date.					
Vehicle registration		Vel	hicle ID	icle ID						Sheetof				
The following Postings are hand	led over today:													
Name of contract holder	Customer A	Customer B	Customer C				1		]	Contair	ner total			
Account number									1	Handover	Returned			
Docket number									Bags	í i				
PPI licence number									Bundles					
BAGS*									Тгау					
STRAPPED BUNDLES*									Yorks					
TRAYS*									1					
YORKS*									]	1 III				
	6	3		5	~					63 - F				
									]					
* including net effect of +/- exce	eptions								-					
This delivery note does not o														
protection checks. For the a	voidance of doub	t this document	acknowledges	the hando	ver of Maili	ng items	on the t	time and	date sp	ecified.				
Signature Royal Mail			For Royal Mail u	se only										
Please print name														
Signature Carrier			For customer us											
Please print name			Customer define	d informati	ion field									

Figure <u>1922</u>: Summary Vehicle Manifest

# e. Queries or issues relating to Manifests:

- During exceptional circumstances and with the prior agreement of DSACC, alternative arrangements for submission of Manifest information to DSACC may be made.
- If you require additional information relating to Manifests, please contact DSACC in the first instance.

# 6.3 STEP 3: Submit your Agency overlay report

# a. What is an Agency overlay report?

- The Agency overlay report provides details of the Daily Postings you are handing over relating to your Agency Customers.
- It enables us to generate an invoice for each of your Agency Customers' Daily Postings.

# b. How to supply an Agency overlay to us:

- You must provide the report to DSACC via DocketHUB (or its successor) by 18:00 each Handover Day.
- The daily Agency overlay report must detail the total number of Mailing Items posted by format and weight (including by weight band for Large Letters) for each Service. It must accurately record the Daily Posting of each Agency Customer by use of the unique Agency Customer account number assigned to each Agency Customer (as provided to you by us as part of the Agency Customer account set up process).
- Figure 2023 provides an example of what an Agency overlay report looks like and the type of information you are required to provide within it:

Docket Adjustment – Agency Overla	ау	
Docket Number: Z12345678	Overlay date: dd/mm/yyyy	
Customer:	Account: 123456789	
Description	Items	Average Weight(g)
Customer (Agreement Type) (account)		
01 – IMC\70\Lrg Ltr Advmail\Man Tray\ A 01 - IMC\70\Lrg Ltr Advmail\Man Bags \ B 01 – IMC\70\Lrg Ltr Advmail\Man Bags\ C		0 0 0
01 – IMC\70\Letters Advmail\EIB Tray\ A 01 – IMC\70\Letters Advmail\EIB Tray\ B 01 – IMC\70_\Letters Advmail\EIB Bags\ C 01 – IMC\70_\Letters\Man Bags\ A		0 0 0 0
01 – IMC\70_\Letters\Man Tray\ B 01 – IMC\70_\Letters\Man Bags\ C		0 0
Sub Total Customer (Agreement Type) (account)		
01 – IMC\70\Lrg Ltr Advmail\Man Tray\ A 01 - IMC\70\Lrg Ltr Advmail\Man Bags \ B 01 – IMC\70\Lrg Ltr Advmail\Man Bags\ C 01 – IMC\70_\Letters Advmail\EIB Tray\ A		0 0 0
01 – IMC\70_\Letters Advmail\ElB Traý\ B 01 – IMC\70_\Letters Advmail\ElB Bags\ C 01 – IMC\70_\Letters\Man Bags\ A 01 – IMC\70_\Letters\Man Tra\ B		0 0 0 0
01 – IMC\70\Letters\Man Bags\ C		0 0
Sub Total Grand Total		0

Figure 201:23: Agency overlay report (National and Zonal accounts)

# 6.4 STEP 4: Agree the Client Report

# a. What is the Client Report and how is it agreed?

- The Client Report enables us and you to agree the adjustments made to the Posting Docket.
- Each Working Day DSACC will generate an email message to inform you that your Client Report is available to view and to be agreed. The Posting Docket cannot be approved until agreement is received from you and you must do this promptly and in any case within 2 hours of receipt of the Client Report.
- The Client Report comprises of a summary report and other supporting information (e.g. Under Volume Containers and missorts).

# 6.5 STEP 5: Produce Container documents

# a. Produce your waybill documentation when using Yorks or Trays:

- If you are handing over Mailing Items in Yorks or Trays you must provide a waybill to us.
- The waybill controls the volume of Containers you are using, and supports the one for one exchange of Containers in line with the relevant York or Tray optional schedule of the Contract. The driver

should ensure the waybill is complete before leaving the Inward Mail Centre and any issues reported to DSACC within 24-48 hours.

• Figure 2124 provides an example of a waybill:

	Customer	Name	
Mail Centre Name	:		
Container Type	Handover	Returned	Balance
Yorks (1)			
Trays	_		
Bags (2)			
	-		
nsure Yorks used to return Trays or a or a UK Mail Red cage or TNT Magnu	ALPS are included in York returned im use an average fill of	figure - sho 250 bags	uld not exceed handover figure
RM Name	]		Driver Name
RM Signature			Driver Signature
Date			Date

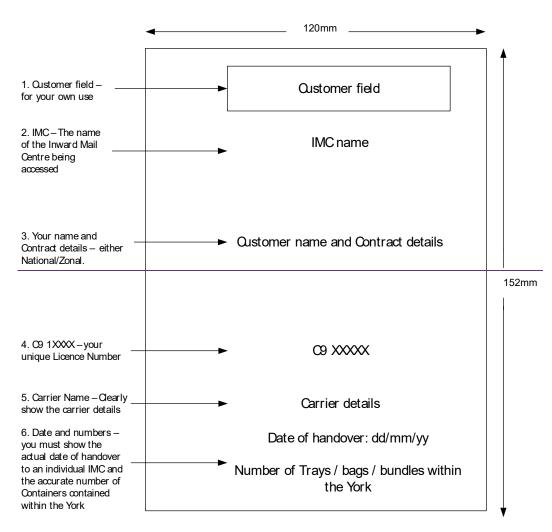
#### Figure 24: Waybill

• If you have agreed to Schedule 5, Part 3: Acceptance By Vehicle of the Contract, you do not need to provide us with a separate waybill as it is incorporated in to your Summary Vehicle Manifest which you will provide a copy of when you hand over your Postings.

#### b. Displaying a York card when using Yorks:

- If you are handing over Mailing Items in Yorks, you must clearly and visibly display a York card on the York.
- The information contained within the York card enables the accurate and efficient handling of your Daily Posting.
- When you are posting Priority Mailing Items, a Class Identifier should be applied at 72pt font size to the York Card where the York contains Manual Items and/or Large Letters posted using the Mailmark option.

• Figure <u>2225</u> provides an example of a York card:



1. Customer field- for your own use     2. IMC - Name of the IMC	Customer field
being accessed	→ IMC Name
3. Service Level (only required when using the Priority service level)	── DSA 1
4. Your name and contract details either National or Zonal	<ul> <li>Customer name and contract details</li> </ul>
5. C9 1XXXX- your unique Licence Number	→ C9 XXXXX
6. Carrier name- clearly show the carrier details	→ Carrier details
7. Date of handover – you must enter the date of handover to the IMC	→ Date of Handover: dd/mm/yy
8. Number of containers – you must enter the total number of Containers within the York	$\rightarrow$ Number of Trays/Bags/Bundles within the York

Figure <del>22</del>25: York card

• If you are using Segregation by Format (see Section 9.3(c)) it is necessary for each York to clearly and visibly display the following information on a York card:

1. York ID			York	(ID		
2. Carrier name -		► C	arrier	Name	Э	
3. IMC – name of the IMC being accessed	→	Mai	l Cent	re Na	me	
4. Either- Letter/		ſ	Mail Fo	ormat		
5. List all your customers contained within the York, by customer name, Contract type	Qustomer	Contract Type	No of Bags/Trays	Qustomer	Contract Type	No of Bags/Trays
and number of Containers	AN other	NAT	X	AN other	MIXZ	X
NAT – National	AN other	NAT	X	AN other	MIXZ	Х
• ZON – Zonal	AN other	NAT	Х	AN other	MIXZ	Х
<ul> <li>MIXN – Mixed Weight National</li> </ul>	AN other	ZON	Х	AN other	MIXN	Х
MIXZ – Mixed Weight Zonal	AN other	ZON	Х	AN other	MIXN	Х
	AN other	ZON	Х	AN other	MIXN	Х
6. Date and numbers – you must show the actual date of handover to an individual IMC and the accurate number of Containers contained within the York	Date of F Total No.		: / Bags / E	Bundles		

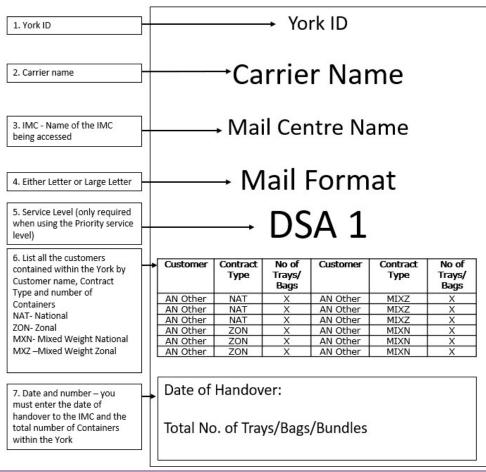


Figure <u>2326</u>: Segregation by Format York card

• If, on any Handover Day, you have more than 500 Containers to decant into Yorks at any one Inward Mail Centre, you must apply accurate York cards in the same way as if you were using Yorks to deliver, as set out in Figure 2326 above (but only for those Inward Mail Centres where more than 500 Containers have been decanted).

#### c. Submitting York manifests:

- Unless you have agreed to Schedule 5, Part 3: Acceptance By Vehicle of the Contract, if you are
  using Segregation by Format (see Section 9.3(c)), you will be required to submit an accurate York
  Manifest electronically to us by no later than 08:00 on each Handover Day. If you are acting on
  behalf of other Customers, if you decant Containers into Yorks at Inward Mail Centres, you need
  only submit a York Manifest when you are handing over more than 500 Containers to any one
  Inward Mail Centre in any one day (and then only for those Inward Mail Centres where more than
  500 Containers have been decanted).
- If you have uploaded Exceptions, creating a possible error to the York Manifest, a second and final accurate York Manifest must be sent electronically to us by no later than 10:15 on each Handover Day.
- Figure 2427 illustrates the minimum information that is required on the York Manifest:

Mail Centre (DSADE STN)	UCID	Customer Name	Account Number	Contract Type	Format	York ID	No of Containers

Figure 2427: York Manifest

• The York Manifest must be presented in a CSV file format, or such other format as specified by us from time to time.

# 7 Calculating your Postage

This section provides an overview for the process for calculating the Postage for your Postings.

### 7.1 Postage for Mailing Items with a constant price (0-100g and 101-250g):

a. For Letters and Large Letters which are in the 0-100g and 101-250g weight bands, the Postage is calculated by multiplying the total number of such Mailing Items by the relevant per Mailing Item Access Charge according to the Format and Service.

#### 7.2 Postage for Mailing Items in weight bands using a pricing formula (251-750g):

- a. For Large Letters which are in the 251-750g weight bands, the Postage is calculated by using the following steps:
  - 1. Calculate the average weight per Large Letter using the following formula:

Total weight of Large Letters = Average Weight Total number of Large Letters

- 2. Calculate the per Mailing Item Access Charge by using the relevant pricing formula for the average weight step for the Service.
- 3. The Postage for such Mailing Items are calculated by multiplying the per Mailing Item Access Charge by the total number of Large Letters.

<del>61</del>

# 8 Procedures before you handover mail

To assist us with our operational planning and to ensure we are fully prepared to accept the handover of your Postings and to meet the Service Standard, there are certain procedures and tasks you must complete before your date of handover.



If you are posting a Key National Posting (KNP) please refer to Appendix B, which provides guidance on the forecasting requirements for KNPs.

### 8.1 STEP 1: Book your Access Slots

#### a. What is an Access Slot?

- Postings must be handed over at Inward Mail Centres during the Access Window.
- You must book an Access Slot for handover of Mailing Items at each Inward Mail Centre. The Access Slot is a 30-minute time period within the Access Window, during which you must begin handover. You must use reasonable endeavours to complete unloading your vehicle within 30 minutes of the time at which you began. We may refuse to accept Mailing Items if you do not begin hand over during your Access Slot or if you have not used reasonable efforts to complete hand over within a reasonable period of time. The table below shows the Access Slots which you can choose from at each Inward Mail Centre if they are available.
- Some Earlier Access Mail Centres offer Access Slots from 06:30 to 12:00 but some Earlier Access Mail Centres only offer Access Slots from 07:00 to 12:00. All other Inward Mail Centres offer Access Slots from 07:30 to 12:00.

Access Slots	Access Slots	Access Slots
06:30 - 07:00*	09:00 - 09:30	11:30 - 12:00
06:45 - 07:15*	09:15 - 09:45	
07:00 - 07:30**	09:30 - 10:00	
07:15 - 07:45**	09:45 - 10:15	
07:30 - 08:00	10:00 - 10:30	
07:45 - 08:15	10:15 - 10:45	
08:00 - 08:30	10:30 - 11:00	
08:15 - 08:45	10:45 - 11:15	
08:30 - 09:00	11:00 - 11:30	
08:45 - 09:15	11:15 - 11:45	

\*Only applicable to Earlier Access Mail Centres with an Earlier Access Window between 06:30 and 07:30.

\*\*Only applicable to Earlier Access Mail Centres with an Earlier Access Window between 06:30 and 07:30 or between 07:00 and 07:30.

#### b. Earlier Access Slots:

- If we allocate you an Earlier Access Slot, then:
  - 1. if you have agreed to Schedule 5, Part 3: Acceptance by Vehicle of the Contract, you must either:
    - a. replace a pre-10:00am Access Slot, which you have already been allocated at an Earlier Access Mail Centre, with the Earlier Access Slot; or

<del>62</del>

- b. replace your post-10:00am Access Slot with the Earlier Access Slot; and
- 2. in all other cases, the Earlier Access Slot will be instead of, and will replace, any Access Slot which you have previously been allocated under the Contract at the relevant Earlier Access Mail Centre.

#### c. Access Slot change request process:

- The aim of this process is to ensure that requests for new or changes to existing Access Slots are managed in a controlled way.
- Within three months of your Access Start Date we will consider reasonable requests to change your Access Slots. After this initial period you may request a change to the timing of your Access Slots up to 4 times per Inward Mail Centre per annum. DSACC will either confirm in writing that the Access Slot is available, or if it is not, offer an alternative where available. Whilst we will use reasonable efforts to meet your requirements, this may not be possible in every instance. The final decision regarding the allocation of Access Slots rests with us.
- Any requests for changes to Access Slots must be made via DocketHUB and we may require at least 14 Working Days for change requests to be processed.
- You must use your existing Access Slot until such time as we have confirmed any Access Slot changes in writing.
- In instances of Inward Mail Centre consolidation, we will use reasonable efforts to continue to meet your requirements at the Inward Mail Centre affected by the change but may require you to change your Access Slot or, in cases of multi vehicle use, to accept more than one Access Slot.

#### d. Using multiple vehicles per Access Slot on a regular basis

- If you have agreed to Schedule 5, Part 3: Acceptance by Vehicle of the Contract, you should follow the process requirements set out in this section in addition to complying with the requirements set out in Schedule 5, Part 3: Acceptance by Vehicle.
- The Acceptance by Vehicle process involves a Carrier who uses or shall use more than one vehicle in one Access Slot to handover Mailing Items to an Inward Mail Centre, and intends to use two Access Slots (Dual Slots) or three Access Slots (Tri Slots) handover Mailing Items to an Inward Mail Centre. For clarity, the term "one vehicle" includes double decker vehicles and draw-bar vehicles.
- You agree to book with us, acting reasonably, and use:
  - 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
  - 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. An **Early Access Slot** is an Access Slot between 07:30 and 10:00 on any Working Day. As mentioned above, some **Earlier Access Mail Centres** offer Access Slots from 06:30 to 12:00 but some Earlier Access Mail Centres only offer Access Slots from 07:00 to 12:00.

• 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 each Multiple Slot Mail Centres shall be handed over in your Early Access Slots and/or Earlier Access Slots (as applicable) at each of those Multiple Slot Mail Centres.

Effective from 25 October 2024

#### <u>10-89723456-2\334470-572</u> lassified: RMG – byteneal

- See Section 6.1(c) of this User Guide in regards to Vehicle Declaration and Vehicle Manifest requirements when using Acceptance by Vehicle, and note the time for submitting a Vehicle Declaration when you are using an Earlier Access Slot.
- If you have uploaded a Vehicle Manifest but the vehicle fails to arrive during the Access Slot, you must inform DSACC immediately. DSACC shall decide whether the vehicle will be cancelled or may have later access to the Inward Mail Centre. If the vehicle is cancelled, you must confirm to us the identity of the vehicle to be cancelled so that the correct Vehicle Manifest is cancelled.
- See Section 9.3(a) of this User Guide for more information about what your driver is required to do when he or she arrives at the Inward Mail Centre and Acceptance by Vehicle is being used.
- 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(b) 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 your notice to stop using the Early Access Slot or Early Access Slot or 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 all Early Access Slots and Earlier Access Slots (as applicable) at a Tri-Slot Mail Centre then the following point shall apply.
- 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(b) 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 your notice to stop using the Early Access Slots and Earlier Access Slots and Earlier Access Slots and Earlier Access Slots at that the effective date of our notice given in line with clause 13.3(b), 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.

#### e. Using multiple vehicles per Access Slot on an ad hoc basis

- If, on an ad hoc basis, you need to use more than one vehicle to bring in your Posting in your prebooked Access Slot, due to volume of Mailing Items, you must notify DSACC at least 2 Working Days in advance by emailing <u>DSACC@royalmail.com</u>. The email must state the number of vehicles you intend to use.
- If you need to use double deck trailers, you must notify DSACC and get their agreement before their use is permitted. Not all Inward Mail Centres can accommodate double deck trailers.

#### f. Ad-hoc and additional Access Slot booking process:

• For Inward Mail Centres that you do not regularly access, you may book an ad-hoc Access Slot via DocketHUB. An ad-hoc Access Slot is an Access Slot which is only required for a limited period at

any Inward Mail Centre. Similarly, you may book additional slots at particular Inward Mail Centres should volumes warrant.

- Ad-hoc or additional Access Slots will be booked on a 'first come first served' basis. We may refuse
  your request, if for reasons of operational capacity or capability, we are unable to accommodate
  such an ad-hoc Access Slot request.
- The process for booking ad-hoc or additional Access Slots is as follows:
- You must provide at least 10 Working Days' notice o book an Access Slot for an Inward Mail Centre which you have not previously accessed.
- You must provide at least 2 Working Days' notice to book an Access Slot for an Inward Mail Centre which you have previously accessed.
- 2 Working Days before the required Access Slot, you must notify a request to DSACC by emailing <u>DSACC@royalmail.com</u> and booking the Access Slot via DocketHUB and following up with a backup telephone call to DSACC, before 12:00. At the time of this telephone notification, you must also provide details of the driver and vehicle. You must specify the lifespan for the ad-hoc or additional Access Slot from one day up to a maximum of 1 calendar month period.

Please note, once the lifespan of the Access Slot has elapsed the Access Slot will be released for other Customers to use we reserve the right to withdraw the Ad-hoc facility and raise any reasonable charges if we believe you are misusing the facility.

- You must:
  - 1. provide 1-day forecasts in accordance with Section 8.3 below;
  - 2. provide documentation in accordance with Section 6; and
  - 3. order your Containers and consumables in accordance with Section 5.
- You should also provide a 7-Working Day rolling forecast in accordance with Section 8.2 below.
- Please note, the facility to book ad-hoc or additional Access Slots is not available when you are posting Key National Postings as detailed at Appendix B.

#### 8.2 STEP 2: Submit 7-Working Day rolling forecast

#### a. Submit your 7-Working Day rolling forecast to DSACC:

- By 10:00 on each Working Day, you must provide DSACC with a daily rolling forecast of your posting intentions over the following 7 days via DocketHUB.
- Each Working Day's forecast will include your anticipated volume of Mailing Items for handover at each Inward Mail Centre, using reasonable efforts to provide a breakdown of volume by Format, and by processing option – Mailmark or Manual Item (including Manual Mailmark).
- If you do not intend to handover Mailing Items each Working Day then you must populate the rolling forecast on the relevant day(s) with '0'.
- Please note, if you are posting Key National Postings see Appendix B for the notification requirements.

#### 8.3 STEP 3: Submit a 1-day forecast

#### a. Submit your 1-day forecast to DSACC:

<del>65</del>

- By 10:00 on each Working Day, you must provide DSACC with a forecast of the Daily Postings you intend to hand over on the next Working Day.
- The forecast must detail, as accurately as possible, the volume of Mailing Items by Format, and by processing option (i.e. Mailmark or Manual Item) that you expect to hand over to each Inward Mail Centre on the following Working Day.
- For those customers who have developed processes that generate a more accurate version of the forecast, you may provide us with an additional forecast by no later than 16:00 each Working Day of the Postings you intend to hand over on the next Working Day. For clarity, any reforecast you provide us by 16:00 will be accepted as fulfilling the contractual requirement that you provide us a forecast before Handover Day. Where you provide us with reforecast, we shall measure and use the accuracy of this later forecast for performance measurement purposes against the contract requirement for accuracy. Where no later reforecast is supplied, accuracy will continue to be measured using the 10:00 submitted forecast.
- You must inform us on the Working Day before the Handover Day if you wish to cancel a Posting.
- Please note, if you are posting Key National Postings see Appendix B for the notification requirements.

#### 8.4 STEP 4: Submit your Posting Docket and Manifest

#### a. Submit your Posting Docket and Manifest to DSACC:

- You must provide DSACC a Posting Docket and Manifest in accordance with Section 6.1 and 6.2.
- For Royal Mail Mailmark® postings you will need to also submit the paperwork as specified in this section, and an eManifest will need to be uploaded to the eManifest Handling System (eMHS). Please refer to Appendix M which provides further details about eManifests.
- If you have agreed to and you meet the eligibility requirements set out in Schedule 8, Part 4: eManifest Billing of the Contract, instead of providing a Posting Docket, you may solely provide a Vehicle Manifest via DocketHUB and an eManifest. See Appendix Q for further details about the specification requirements when using eManifest Billing.

#### b. Submit your eManifest

• If you are mailing Mailmark items, you do need to upload an accurate eManifest per SCID per handover date (see Appendix M).

<del>66</del>

# 9 Handing over your Postings

It is very important that your representatives attending our Inward Mail Centres to handover your Postings do so in a safe and secure manner. This section sets out our requirements for adhering to our security and health and safety procedures.

### 9.1 Security procedures

#### a. Provide us with driver names and vehicle registrations:

- Using DocketHUB, you must supply DSACC with an up-to-date list of all driver names and vehicle registrations that will visit each Inward Mail Centre.
- You may only provide a maximum of 15 driver names and 15 vehicles per Inward Mail Centre in order to manage volumes going forward.
- You must ensure that any changes to the list (names, vehicles and effective dates) are actioned through DocketHUB no less than 48 hours in advance of the change coming into effect. As a contingency, we will allow access to an Inward Mail Centre for a non-listed driver and/or vehicle subject to you providing DSACC with at least one hour's prior notification via the letter of authorisation process in DocketHub. Your driver must carry a letter of authority in a format agreed by us to verify their details.
- We will refuse access to any driver or vehicle whose details do not appear on the list, unless contingency arrangements have been agreed by DSACC.

#### 9.2 Health and safety

#### a. Compliance with our health and safety requirements:

- Prior to your first handover of Mailing Items, you will need to inform us of the appropriate escalation levels within your organisation for handling any health and safety issues.
- We have <u>general site health and safety requirements</u> which you must ensure your employees and agents comply with. You will also be required to ensure that all your employees and agents comply with any site-specific health and safety requirements. Wherever possible we will provide reasonable notification of changes to security procedures.
- When transporting, loading and unloading the Containers, you must only use vehicles that meet our reasonable requirements regarding:
  - 1. health and safety of personnel; and
  - 2. care of the Containers.
- All drivers must follow any health and safety instruction given by any of our employees.
- As a minimum, we will require all drivers to wear toe-protecting safety shoes and high visibility jackets whilst on our premises.
- <del>67</del>

- All drivers must also comply with all our on-site traffic rules.
- All drivers will only have access to the areas of the Inward Mail Centre directly related to the handover of Mailing Items. Drivers must not enter any other areas (e.g. sorting hall).
- Any abusive or threatening behaviour (physical or verbal) towards any member of our staff will not be tolerated and access will be refused.

#### 9.3 Procedures whilst on site

#### a. Driver arrival at Inward Mail Centres:

- On arrival at the Inward Mail Centre, we will check the driver's identity badge (which must carry a photograph) and vehicle registration against the list supplied by you. You or your carrier will be required to provide an example of their photographic identity badge (or that of a chosen third party carrier) to DSACC in electronic format.
- If you have agreed to Schedule 5, Part 3: Acceptance by Vehicle of the Contract, each of your vehicles must bear a unique vehicle identifier that correlates to the Vehicle Manifest (see Section 6.2(c)) specific to that vehicle and which must be visible and legible to us on arrival at the Inward Mail Centre. Any such vehicle identification methodology that does not use vehicle registration number plates must be agreed in writing by us prior to use.

#### b. Allocating your driver to a dock:

• On arrival at the Inward Mail Centre, one of our employees will direct the driver to the appropriate unloading dock. If the dock area is busy, our employees will ask the driver to wait until the dock has been cleared before the vehicle is unloaded.

#### c. Unloading and handover:

- Each Posting is independent of any other Posting.
- Where you hand over Postings on behalf of other customers, the Postings must not be mixed and segregation of different Postings must be maintained, unless you are Segregating by Format (see point below). Each Posting must be clearly identified by indicating whether it is being posted against your national account or a zonal account on the York Card (if a York Schedule has been signed).
- If you are acting on behalf of other Access customers, who have a contract with Royal Mail Wholesale, when you present Mailing Items to us on behalf of those other customers separately by each individual customer's Posting, you may combine these discrete individual customers' Postings together into Yorks, as long as each York only contains Mailing Items of the same Format. This is known as **Segregation by Format**. The exception to this is when you are using Sleeved Yorks. The contents of a Sleeved Yorks container must remain discrete to the individual customer who holds a contract with us and must not contain Mailing Items pertaining to another customer who holds a contract with us.
- Your driver must unload the Posting into Containers when and where directed by our employees. Where you use Yorks, your driver is responsible for unloading/reloading the Yorks when and where directed by our employees.
- Where you hand over Postings on behalf of other Customers and hand over Containers in Yorks and you wish to amalgamate Containers from different Postings in the same York, you may do so provided:

- 1. they are presented in accordance with the requirements of this section, and for the avoidance of doubt, if you are Segregating by Format you must carry out the separation of Containers by Format into those Yorks;
- 2. Trays, bags or strapped bundles containing Manual Items and Mailmark Large Letters posted as Priority Mailing Items may be combined in a single York. Such Yorks must be separated from Yorks containing Standard Mailing Items, Mailmark Economy Mailing Items and Mailmark Letters posted as Priority Mailing Items . For the avoidance of doubt Mailmark Letters posted as Priority Mailing Items may be combined in Yorks which contain Standard Mailing Items and Mailmark Economy Mailing Items;
- 2.3. each such York has an attached York card specifying the number of Containers by Customer in each York; and
- 3.4. you undertake all reasonable efforts to ensure that the Containers pertaining to each Customer combined in a single York are not unnecessarily mixed e.g. segregation by a layer of cardboard or some other effective means.
- For information on unloading a KNP please see Appendix B.
- Unless you are using eManifest Billing (see Appendix Q), all Postings handed over at an Inward Mail Centre must be accompanied by two hard copies of the Manifest. (Due to the amount of paper used for the printing of a full Manifest it is preferable to use a Summary Manifest format for this purpose.) These Manifests must not be placed inside Containers. At handover, your driver and one of our employees will sign, time and date both copies of the Manifest. Note that this procedure does not represent acceptance of the Posting in terms of volume, formats, or contents; it simply acknowledges that a quantity of items has been handed over. We and your driver will each retain one copy of the Manifest.

Alternatively, if you have agreed to Schedule 5, Part 3: Acceptance by Vehicle of the Contract when a vehicle arrives at an Inward Mail Centre, your driver must carry two copies of a Summary Vehicle Manifest. The Summary Vehicle Manifest shall be used in place of the "Summary Manifest" referred to in Section 6.2(b) of the User Guide and the waybill as referred to in Section 6.5(a) of the 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.

#### d. Exiting the Inward Mail Centre:

• Once the vehicle has been unloaded by your driver, your driver must move the vehicle away from the dock as soon as practicable (whilst observing the speed limit) and leave the site as directed by our employees.

#### e. Contingency:

• In the event of an Inward Mail Centre being inaccessible for any reason, our contingency plans will apply. DSACC will notify you of alternative arrangements and any subsequent change or reversion to normal practice as soon as is practicable.

# **10** Handling non-compliant Mailing Items and Postings

The Contract permits us to sample your Mailing Items upon receipt to check that they comply with the terms of the Contract and that your Postage declaration is accurate.

This Section 10 sets out the corrective action we will take against different non-compliance events relating to your Mailing Items, Daily Postings or procedures you are required to follow as set out in the Contract, including the User Guide.

#### Non-compliances relating to UCID Postings versus Consolidated Postings

If you have correctly used a UCID and the non-compliance relates only to that UCID Posting, the actions will only be taken in respect of that UCID Posting. If the non-compliance relates to a Consolidated Posting (i.e. to any part of a Posting which is not a UCID Posting) our actions may be taken in respect of the whole of that Consolidated Posting.

In this table we use the term "relevant segment" to mean that part of the Posting or Posting as the case may be (i.e. UCID Posting or Consolidated Posting to which the non-compliance relates).

If you do not use UCIDs, Mailing Items of the same Format and Access Service will be treated as a Consolidated Posting, and the term 'relevant segment' in this section will mean all Containers relating to the same Format and Access Service in the Daily Posting which do not bear a UCID.

In this section, reference to Containers shall apply to bundles presented as per the unbagged specification in Section 4.3(e) of this User Guide.

#### Action we may take in respect of rejected Mailing Items

As you will see within the table below, one of the remedial actions we can take in the event of a noncompliance event occurring, is to reject the Mailing Items, Posting or segments of Posting. Where the table makes reference to our ability to reject the Mailing Items, Posting or segments of the Posting, we will notify you of the decision to reject and:

- a. make the relevant Mailing Items available for your collection, for which we may charge you reasonable handling charges;
- b. if you have not collected the relevant Mailing Items on the Working Day following the Working Day you receive our notice under this paragraph we may charge you reasonable storage charges; and
- c. if you have not collected the relevant Mailing Items within 5 Working Days of such notification, we may dispose of the Containers and destroy those Mailing Items and charge you a reasonable amount for doing so.

#### Mailmark Adjustments

If you choose to use our Mailmark option, our Mailmark Adjustments Explained document which can be found at <u>www.royalmailwholesale.com/royal-mail-mailmark</u> provides a breakdown of the Mailmark Adjustments and how we apply them to different non-compliance events.

#### Enquiries & Complaints

Should we receive enquiries/complaints from recipients of Mailing Items (the addressee) sent under your Contract, the addressee will be advised to contact the originating sender (except where the issue concerns delivery procedures e.g. mis-delivery when we will deal directly with the recipient).

Should we receive enquiries/complaints from the Originating Customer of Mailing Items sent under your Contract, the Originating Customer will be advised to contact you.

Any issue that you wish to discuss in relation to your Contract should be raised in the first instance with your Account Director, unless otherwise specified in the Contract. Any complaint about service or operational issues should be raised in the first instance with DSACC by emailing <u>DSACC@royalmail.com</u>.

70

Effective from 25 October 2024

## 10.1 The basics and preparing your physical Mailing Items

Sections 2 and 3 of this User Guide sets out the requirements for the physical attributes of your Mailing Items, including meeting the Service specifications, complying with our addressing standards, applying Indicium, and segregating mailing items by processing option, Format and weight.

This Section 10.1 sets out the remedial action we may take in the event you do not comply with the requirements set out at Sections 2 and/or 3.

#### **10.1.1 Addressing standards**

No	on-compliance event	Remedial actions
a.	Mailing Items, that are posted as Manual Items, and that fail to meet the addressing standards as specified in Section 2, Section 3 and Appendix A of the User Guide.	We may reject the Posting or relevant segment of the Posting. Or, if it is a Zonal Posting, provided you have handed over the Posting at the correct Inward Mail Centre and if we agree it is operationally feasible to process, you will be charged the prevailing Access Zone C rate relevant to the Mailing Items, unless the Mailing Items are for delivery to the London Zone in which case you will be charged the prevailing Zone D rate relevant to the Posting or relevant segment of the Posting affected.
b.	Mailmark Mailing Items that fail to meet the minimum level of address, Postcode and DPS accuracy standards as specified in Appendix M of this User Guide.	<ul><li>We may:</li><li>1. reject the Mailmark Mailing Items; or</li><li>2. apply the applicable Mailmark Adjustment.</li></ul>
с.	Manual Mailmark Mailing Items that fail to meet the minimum level of address and Postcode accuracy standards as specified in Appendix M of this User Guide.	We may: 1. reject the Manual Mailmark Mailing Items; or 2. apply the applicable Mailmark Adjustment.

d. Mailing Items do not bear a UK return address as specified in Section 3.3 of this User Guide.	We may reject the Posting or relevant segment of the Posting. Where a Posting or relevant segment of a Posting is found, after acceptance, to contain Mailing Items that do not bear a UK return address, if any such Mailing Items were to be returned to us as undeliverable or not wanted, we are not obligated to return such Mailing Items to you. We may dispose of those Mailing Items that have been returned to us and levy a charge to cover the reasonable costs of handling.
10.1.2 Sortation	
Non-compliance event	Remedial actions
a. Mailing Items are declared as the incorrect sortation level actually used to hand over those Mailing Items as specified in Section 2.3 of this User Guide (for example, Large Letter Mailing Items are declared as Access 70 but actually sorted as 48-way).	<ul> <li>We may:</li> <li>1. reject that Posting or relevant segment of the Posting; or</li> <li>2. if we believe it is reasonably practicable for us to do so, we will process the Posting or relevant segment of the Posting. In this case we will revert the Mailing Items to the correct Postage by amending the Posting Docket to reflect that all Mailing Items will be charged at the applicable Access Service and sortation level to which they have been sorted. Where we have statistically significant evidence that the error declared on the Manifest represents an error across all relevant segments, then we may amend the Postings based upon the statistically significant evidence.</li> </ul>
<ul> <li>Mailing Items are not sorted using the current Access Selection Files Version or Access Selection Files Release as specified in Section 2.3 of this User Guide.</li> </ul>	<ul> <li>We may:</li> <li>reject that Posting or relevant segment of the Posting; or</li> <li>if a current Access Selection File Version has not been used, and it is reasonably practicable for us to do so, we will process the Posting or relevant segment of the Posting. In this case we will revert the Mailing Items to the correct Postage by amending the Posting Docket to reflect that the affected Posting will be charged at the prevailing Access Zone C rate unless the Posting is for delivery to the London Zone in which case you will be charged the prevailing Zone D rate. Where we have statistically significant evidence that the error declared on the Manifest represents an error across all relevant segments, then we may amend the Posting based upon the statistically significant evidence;</li> <li>if a current Access Selection File Version Release has not been used, and it is reasonably practicable for us to do so, we will process the Posting or relevant segment of the Posting(s). Where we have evidence that the Zonal Mailing Items handed over have been incorrectly declared to the current Access Selection File Version Release, we will revert the Mailing Items identified and the relevant Zonal charges will apply. Where we have evidence that Zonal Mailing Items handed over have been incorrectly declared to the new Access Selection File Version Release 14 or more days after the current Access Selection File Version Release to the Mailing Items. Where we have exidence that the Zonal charges will apply. Where we have evidence that Zonal Mailing Items. Where we have statistically significant evidence that the correct the Mailing Items. Where we have exidence that the relevant Zonal charges will apply. Where we have evidence that Zonal Mailing Items. Where we have statistically significant evidence that the error declared on the Mailing Items. Where we have statistically significant evidence that the correct the Mailing Items handed over have been incorrectly declared to the new Access Selection File Version Release 14 or</li></ul>

	represents an error across all relevant segments, then we may revert the Mailing Items to the correct Postage by amending the Posting based upon the statistically significant evidence.			
10.1.3 Meeting the Service specification				
Non-compliance event	Remedial actions			
<ul> <li>Advertising Mail, Partially Addressed Mail, Business Mail, Business Mail Large Letter, Magazine Subscription Mail or Mailmark Economy Mailing Items do not meet the declared specification (including the provision of samples and seeds if applicable).</li> </ul>	<ul> <li>We may:</li> <li>1. reject that Posting or relevant segment of the Posting; or</li> <li>2. if we believe it is reasonably practicable for us to do so, process the Posting(s) or relevant segment of the Posting(s). In this case we will amend the Posting Docket (or in the event you are using eManifest Billing (see Appendix Q of this User Guide) we will issue an invoice using the eManifest you have uploaded subsequent to Revenue Protection processes being completed) and the Posting(s) or relevant segment of the Posting(s) will be charged at the Access Charges for the Access Service specification that the Mailing Items do meet. Where we have statistically significant evidence that the error declared on the Manifest represents an error across all relevant segments, then we may revert the Mailing Items to the correct Access Charges by amending the Posting(s) based upon the statistically significant evidence. We may also levy an Adjustment to cover the reasonable costs of amending such Posting(s); or</li> <li>3. suspend or terminate your right to post using the relevant Access Service immediately on giving written notice to you; or</li> <li>4. in respect of Mailing Items posted using Royal Mail Mailmark, take any one or more actions set out in Section 10.1.1(b), Section 10.3.1(f), Section 10.3.1(i) or Section 10.6.1(c) of this User Guide.</li> <li>In respect of Business Mail Large Letter, Magazine Subscription Mail and Mailmark Economy Mailing Items, we may charge you an additional amount to recover our reasonable costs in undertaking any of the actions referred to above in this Section 10.1.3(a), and we will notify you if we take any of the above actions.</li> <li>If you fail to provide Advertising Mail and/or Partially Addressed Mail samples or seeds as specified in Paragraph 3 of– Part 1 of Schedule 4 of the Contract: Royal Mail Advertising Mail and Royal Mail Partially Addressed Mail spply.</li> </ul>			
<ul> <li>Mailing Items declared as Mailmark option fail to meet the Mailmark specification or require manual or other intervention.</li> </ul>	<ul> <li>We may:</li> <li>1. hold the Mailing Items until you give us complete and accurate documentation; and/or</li> <li>2. reject the Mailmark Mailing Items; and/or</li> <li>3. if we believe it is reasonably practicable for us to do so, rectify and process the non-compliant Mailmark Mailing Items provided that you shall pay the applicable Adjustment and/or Mailmark Adjustment; and/or</li> </ul>			

	Service specification t	er the Mailmark Mailing Items but charge you the applicable Access Charges for the Access that those Mailing Items actually meet; and/or -compliant Mailmark Mailing Items exceeds 25% of the total volume of a Mailmark Mailing		
	in a day, request an i	improvement plan for the affected Supply Chain. If the improvement plan fails to achieve hin the agreed time, we will suspend the Supply Chain until such time it achieves 75%		
		e case of Priority Mailing Items, where you fail to apply the correct class identifier in the accept the Posting such Mailing Items may not be processed as Priority Mailing Items.		
c. Mailing Items declared as Manual	We may:			
Mailmark option fail to meet the Manual Mailmark specification or	1. hold the Manual Mailn	nark Mailing Items until you give us complete and accurate documentation; and/or		
require manual or other intervention.	2. reject the Manual Mai	ilmark Mailing Items; and/or		
	3. if we believe it is reasonably practicable for us to do so, rectify and process the non-compliant Manual Mailmark Mailing Items provided that you shall pay the applicable Adjustment and/or Mailmark Adjustment; and/or			
		er the Manual Mailmark Mailing Items but charge you the applicable Access Charges for the ication that those Mailing Items actually meet; and/or		
	<ol><li>suspend or terminate notice to you.</li></ol>	your right to post Manual Mailmark Mail under the Contract immediately on giving written		
		an additional amount to recover our reasonable costs in undertaking any of the actions in ad we will notify you if we take any of the above actions.		
d. Mailing Items declared as General	We may:			
Large Letters exceed the maximum thickness for the Service.	1. reject the Posting or r	relevant segment of the Posting; or		
		sonably practicable for us to do so, process the Mailing Items but prior to doing so we will nether the operational impact is LOW, MEDIUM or HIGH and revert the Mailing Items as		
	Low Impact	When non-compliant General Large Letters are found in a Container, we will revert 10% of the General Large Letters in the Container to Parcels and apply the applicable Parcels postage charge for those items.		
	Medium Impact	When non-compliant General Large Letters are found in two or more Containers at a single Mail Centre, we will revert 10% of the General Large Letters for that Posting or relevant		

<del>74</del>

Non-compliance event	Remedial actions			
10.1.5 Applying the Indicium and indic	10.1.5 Applying the Indicium and indicators			
b. Mailing Items contain scam mail contrary to Section 3.2 of this User Guide.				
a. Mailing Items contravenes the list of prohibited items, restricted items and valuable items contrary to Section 3.2 of this User Guide.				
Non-compliance event	Remedial actions			
10.1.4 Filling the Mailing Items				
	•3reject the Posting or relevant segment of the Posting.			
	•2. allow you to hand over the Mailmark Mailing Items but charge you the applicable Access Charges for the Access Service specification that those Mailing Items actually meet; or			
other intervention.		y the non-compliant Mailmark Mailing Items and accept those Mailing Items as rectified Il pay a Mailmark Adjustment on those Mailing Items relative to the non-compliance; or		
e. Poll Cards fail to meet the Mailmark specification or require manual or	We may:			
	high, the 10% cap on the	number of non-compliant General Large Letters found in the Container(s) is excessively e reversion of General Large Letters to Parcels will no longer apply and 100% of the items have identified will be reverted from General Large Letters to Parcels.		
	High Impact	When non-compliant General Large Letters are found in two or more Containers at 3 or more Mail Centres, we will revert 10% of the General Large Letters for the Posting(s), or the relevant segment of the Posting to Parcels, and apply the applicable Parcels postage charge for those items.		
		segment of that Posting at that Mail Centre to Parcels and apply the applicable Parcels postage charge for those items.		

a. Mailing Items do not bear an Approved Indicium of the Customer or the Royal Mail Access Indicator.	We may reject the Posting or relevant segment of the Posting.
<ul> <li>Mailing Items do not bear a Royal Mail postage stamp or other Royal Mail mark, impression or device (other than the Royal Mail Access Indicator) and is handed over at an Inward Mail Centre.</li> </ul>	We may reject the Posting or relevant segment of the Posting.
c. Priority Mailing Items do not bear the necessary Class Identifier.	We may reject the Posting or relevant segment of the Posting. If we accept the Posting such Mailing Items may not be processed as Priority Mailing Items.
<u>d. Standard Mailing Items or Mailmark</u> <u>Economy Mailing Items include a</u> <u>Class Identifier.</u>	<ul> <li><u>We may:</u></li> <li><u>1.</u> reject the Posting or relevant segment of the Posting; or</li> <li><u>2.</u> if we believe it is reasonably practicable for us to do so, rectify and process the non-compliant Mailing Items provided that you shall pay the applicable Adjustment; and/or</li> <li><u>3.</u> allow you to hand over the Mailing Item but charge you the applicable Access Charges for the Access Service specification that those Mailing Items actually meet.</li> </ul>
<del>c.<u>e.</u>Zonal items do not bear a Zonal Indicator or bear an incorrect Zonal Indicator.</del>	<ul> <li>We may:</li> <li>reject the Posting or relevant segment of the Posting; or</li> <li>on prior arrangement with us, you may upload and pay for those Mailing Items at Zone C, except for those Mailing Items for destination to the London Zone in which case you may upload and pay for all such Mailing Items as Zone D; or</li> <li>if we believe it is reasonably practicable for us to do so, process the Posting or relevant segment of the Posting provided that you shall pay for all items as Zone C unless the items are for the London Zone in which case they will be charged as Zone D.</li> </ul>
10.1.6 Meeting processing requirement	nts and segregating your Mailing Items by <u>Service Standard and processing option</u>
Non-compliance event	Remedial actions
a. Mailing Items within a Posting, UCID Posting or Consolidated Posting are	We may:

not segregated in Sleeved Y Trays, bags or strapped bundle Priority, Standard or Mail Economy.	s by 1. reject the Posting or relevant segment of the Posting; or
<ul> <li>a.b. Mailing Items within a Posting, Posting or Consolidated Posting not segregated in Sleeved Y <u>Trays, bags or strapped bundle</u> Mailmark, Manual or Manual Mail Item.</li> <li>10.1.7 Meeting Format requirem</li> </ul>	_are <u>orks</u> , <u>1-3.</u> reject the Posting or relevant segment of the Posting; or <u>5.</u> by <u>2-4.</u> if we believe it is reasonably practicable for us to do so, process the Mailing Items provided that you shall pay
Non-compliance event	Remedial actions
Non-compliance event a. Letters and Large Letters are mix a <del>Container</del> Sleeved York, Tray, b strapped bundle.	ed in We may:

### **10.2** Choosing, filling and labelling your Containers

Sections 4 and 5 of this User Guide sets out the requirements for choosing Containers, filling your Mailing Items in Containers and applying labels to the Containers. Clause 3.5 of the General Terms and Conditions of the Contract also sets out a requirement for you to make sure that each Posting you hand over to us contains a minimum of four thousand (4,000) Mailing Items, and if UCID Postings are handed over within the Posting, that each UCID Posting contains a minimum of four thousand (4,000) Mailing Items.

This Section 10.2 sets out the remedial action we may take in the event you do not comply with the requirements set out at Sections 4 and/or 5, and Clause 3.5 of the General Terms and Conditions.

#### **10.2.1** Choosing your Container

Non-compliance event	Remedial actions			
a. Mailing Items are not handed over in the correct Container required for the Service or Format declared, or fails to adhere to the relevant Container requirements, including labelling and sealing.	<ul> <li>We may:</li> <li>1. reject the Posting or relevant segment of the Posting; or</li> <li>2. if we believe it is reasonably practicable for us to do so, process the Mailing Items provided that you shall pay the applicable Adjustment to cover the reasonable costs of any additional handling that may be incurred in processing the Mailing Items and/or any administration costs.</li> </ul>			
b. Mail for Guernsey handed over in Trays instead of bags, and you have not agreed to Schedule 5, Part 2: Tray Decanting as part of the Contract.	We may reject the Posting or relevant segment of the Posting.			
10.2.2 Presenting your Mailing Items in Containers				
Non-compliance event	Remedial actions			
a. Mailing Items are not handed over in the correct Container required for the	We may: 1. reject the Posting or relevant segment of the Posting; or			

10-89723456-2\334470-572

Service or Format declared, or fails to adhere to the relevant Container requirements, including labelling and sealing.	<ol> <li>if we believe it is reasonably practicable for us to do so, process the Mailing Items provided that you shall pay the applicable Adjustment to cover the reasonable costs of any additional handling that may be incurred in processing the Mailing Items and/or any administration costs.</li> </ol>
b. Manual Items and/or Mailmark Large Letters posted as Priority Mailing Items are presented in the same York containing Standard Mailing Items, Mailmark Economy Mailing Items and/or Mailmark Letters posted as Priority Mailing Items.	We may:         1. reject the Posting or relevant segment of the Posting; or         2. if we believe it is reasonably practicable for us to do so, process the Mailing Items provided that you shall pay the applicable Adjustment to cover the reasonable costs of any additional handling that may be incurred in processing the Mailing Items and/or any administration costs.
b.c. Mailing Items are not correctly faced and/or bundled in line with the Presentation Specifications for the Service and/or Container in which the Mailing Items are presented.	<ul> <li>We may:</li> <li>1. reject the Posting or relevant segment of the Posting; or</li> <li>2. if we believe it is reasonably practicable for us to do so, process the Mailing Items provided that you shall pay the applicable Adjustment.</li> </ul>
e. <u>d.</u> You hand over Mailing Items in poor condition.	We may reject the Posting or relevant segment of the Posting.
d. <u>e.</u> The Containers you use to hand over Mailing Items are damaged or in a generally poor condition.	We may reject the Posting or relevant segment of the Posting.
e. <u>f.</u> You hand over Mailing Items that are stuck together.	<ul><li>We may:</li><li>1. reject the Posting or relevant segment of the Posting; or</li><li>2. if we believe it is reasonably practicable for us to do so, separate and process the Mailing Items provided that you shall pay the applicable Adjustment.</li></ul>
f.g. Containers are not presented in Yorks as required for Acceptance By Vehicle.	We shall refuse to accept the vehicle.

<del>79</del>

<del>g.<u>h.</u>The weight of any Royal Mail approved Container exceeds the</del>	We may reject the relevant Container which will be held and either:		
maximum weight specified for it.	1. you shall collect the overweight Container; or		
	2. if we believe it is reasonably practicable to do so, we will levy an Adjustment for breaking down the Posting or relevant segment of the Posting into compliant Container fills, so that we meet our Health & Safety standards.		
10.2.3 UCID Postings			
Non-compliance event	Remedial actions		
a. Failure to use a UCID in accordance with the terms of the Contract and this User Guide, including failing to	Where you use a valid UCID, we will restrict the remedial actions we may take under Clause 3 of the Contract and this Section 10 of this User Guide against any non-compliant Mailing Items we find through our revenue protection processes, to those Mailing Items bearing the same UCID in the Posting.		
clearly identify and/or segregate UCID Postings as required.	If you fail to use a UCID in accordance with the terms of your Contract and this User Guide, you will lose the right for your UCID to be recognised for the purposes of Revenue Protection. We will not be able to treat Mailing Items which are contained in such Containers as separate Postings for Revenue Protection purposes, where you have failed to clearly identify and/or segregate those Containers as UCID Postings.		
	In which case, we may reject the relevant Mailing Items and we will have to assume that any errors found apply across all such Mailing Items which have not been clearly identified as UCID Postings or segregated when requested (as applicable), and apply the provisions of Clause 3 of the Contract and this Section 10 to all such Mailing Items.		
<ul> <li>A UCID Posting or Daily Posting comprises fewer than four thousand Mailing Items.</li> </ul>			
10.2.4 Under filled containers			
Non-compliance event	Remedial actions		
a. You do not fill your Containers to the minimum fill requirements as specified in Section 4.5 of this User Guide, and the Container fill per	You must where possible maximise the Container fill for each Selection within the Posting up to the applicable Containers' maximum allowable weight limit, subject to meeting the requirement for accurate Container contents. I we find that the number of underfilled Containers of a Posting or relevant segment of a Posting is excessive, we may reject the Containers or apply a levy an Adjustment if we process the Containers.		
Selection is not maximised.	Where you present a UCID Posting then one Under Volume Container per Standard Selection Code (SSC) per UCIE per Service used per day will be charged at the Access Charges relevant for that Service. This is subject to all othe terms and conditions being met.		

<del>80</del>

10.2.5 Labelling your Containers	Any additional Under Volume Container will be surcharged. In calculating the surcharge for an Under Volume Container, we deduct your Actual Container Fill from the Wholesale Average Container Fill, and multiply the resulting number by the Under Volume Container Charge, giving the surcharge due for that individual Under Volume Container in each case, as set out below: (Wholesale Average Container Fill – Actual Container Fill) x Under Volume Container Charge. Your Actual Container Fill is the specific number of Mailing Items in an Under Volume Container that you give us on a per container basis. The Wholesale Average Container Fill is the total number of Mailing Items received by Wholesale in the previous Financial Year divided by the number of containers received in that period. Both the Wholesale Average Container Fill and the Under Volume Container Charge are published on our Website. For clarity, Under Volume Container Charges are applied in addition to the Postage charges for the Mailing Items.
Non-compliance event	Remedial actions
a. Containers are presented at the Inward Mail Centre without labels or with missing/incorrect information on the labels or have the wrong colour labels relevant to the Service as specified in Section 5 of this User Guide, and as a result we are unable to verify the Container has been correctly declared on the Posting Docket.	We may reject the Posting or relevant segment of the Posting.
b. Yorks containing Priority Mailing Items do not bear the necessary Class Identifier on the York Card.	We may reject the Posting or relevant segment of the Posting. If we accept the Posting such Mailing Items may not be processed as Priority Mailing Items.

<del>81</del>

### **10.3** Producing your documentation

Sections 6 and 8 and Appendix M of this User Guide sets out the requirements for producing documentation associated with your Postings, including your Posting Docket, Manifest and eManifest.

This Section 10.3 sets out the remedial action we may take in the event you do not comply with the requirements set out at Sections 6 and 8 and Appendix M.

10	<b>0.3.1</b> Providing your documentation		
No	on-compliance event	Remedial actions	
a.	No Posting Docket(s) or Manifest(s) received as specified at Section 6.1 and Section 6.2(a).	We may refuse handover of and reject the Posting.	
b.	Inaccurate 06:30 Posting Docket and Manifests as specified at Section 6.1 and Section 6.2(a).		
		1. 06:30am for Inward Mail Centres with a handover time up to and including 09.30am	
		2. 08.30am for Inward Mail Centres with a handover time of up to and including 11.00am;	
		3. 10:00am for all other Inward Mail Centres.	
		All agreed Exceptions shall be recorded by you within DocketHUB as per the timescales above.	
		Where the actual variance is in excess of the number of Containers declared and we are able to agree to the hand of the Exceptions on that Handover Day, any such Containers will be excluded from:	
		1. in the Service Standard measure and case of Containers comprising of Priority Mailing Items, these Mailing Items will be processed as if they had been received on the following Working Day-; and/or	

		<ul> <li>2. in the case of Containers comprising of Standard Mailing Items, these Mailing Items will be processed as if they had been received on the following Weekday.</li> <li>We may require all additional Containers reported to DSACC via Exception reports to be handed over separately at the handover point of the relevant Inward Mail Centre.</li> </ul>
с.	No Vehicle Declaration or inaccurate Vehicle Declaration provided as specified at Section 6.2(c) of this User Guide.	<ul> <li>We may:</li> <li>agree to accept the Mailing Items if it is operationally practical for us to do so at each Inward Mail Centre. In such circumstances the accurate number of Containers must have been provided on both the Vehicle Manifest and the Summary Vehicle Manifest. In accepting the Mailing Items we may reasonably raise an administration charge for managing any additional administration work required to accept and confirm the vehicles at handover; or</li> <li>if it is not operationally practical for us to do so, we may refuse the Mailing Items until an accurate Vehicle Declaration is provided.</li> </ul>
d.	No Vehicle Manifest provided as specified at Section 6.2(c) of this User Guide, or Appendix Q of this User Guide (as applicable).	<ul> <li>We may:</li> <li>agree to accept the Mailing Items if it is operationally practical for us to do so at each Inward Mail Centre. In such circumstances the accurate number of Containers must have been provided on the Summary Vehicle Manifest. In accepting the Mailing Items we may reasonably raise an administration charge for managing any additional administration work required to accept and confirm the vehicles at handover; or</li> <li>if it is not operationally practical for us to do so, we may refuse access to any vehicle that arrives at an Inward Mail Centre without having notified us in advance of its consignment by submitting a Vehicle Manifest.</li> </ul>
e.	Hard copy Manifest(s) (including Summary Vehicle Manifest, if applicable) not received at handover at Inward Mail Centres.	We may allow hand over of a Posting in respect of which a hard copy Manifest(s) or Summary Manifest is not provided to us by a driver, subject to the receipt of the Posting Docket and electronic Manifest by 06:30am on the Handover Day. However, the Posting will not be processed until such time as the hard copy Manifest(s) relating to that Posting(s) is received at the Inward Mail Centre and the Posting(s) shall be deemed to have been received on the following Working Day. If the Manifest(s) is not received within 24 hours, we may reject the Posting(s). In this case, the Posting Docket(s) will be adjusted and the Mailing Items must be included on a subsequent and relevant Posting Docket(s). We may refuse handover of any subsequent Postings at the Inward Mail Centre(s) affected until the relevant Manifest(s) has been received.
f.	For Mailmark Mailing Items: 1. you have not uploaded your posting data to the eManifest	We may: 1. hold the Mailmark Mailing Items until you give us complete and accurate documentation; 2. reject the Mailmark Mailing Items; or

<del>83</del>

<ul> <li>Handling Service (eMHS) to create the eManifest:</li> <li>i. by 05:00 on the Handover Day, for mail you produce via a machine consolidation process; and</li> <li>ii. by 23:30 on the day before the Handover Day, for all other</li> </ul>	3. apply an Adjustment, using the following criteria, to cover our administration costs relating to any remedial actions taken:				
	Number of unmanifested items per SCID posting per day	Apply Mailmark Business Mail Postage price	Apply fixed admin fee	Apply per item unmanifested adjustment charge	Apply per item non- compliance charges (e.g. DPS/Postcode Inaccuracy /Missorts)
pre-sorted Mailing Items; or 2. there are errors known by you prior to handover to us relating to	Less than 500	No	No	No	Yes
the upload of your posting data to the eMHS to create the eManifest.	Between 500 – 6000	Yes	Yes	No	Yes
	More than 6000	Yes	No	Yes	Yes
g. For Manual Mailmark Mailing Items:	We may:				·
<ol> <li>you have not uploaded your posting data to the eManifest Handling Service (eMHS) to create the eManifest:         <ol> <li>by 05:00 on the Handover Day, for mail you produce via</li> </ol> </li> </ol>	2. reject the Manual	Mailmark Mailing Iter	ns; or	nplete and accurate do administration costs re	cumentation; lating to any remedial actions
<ul> <li>a machine consolidation process; and</li> <li>ii. by 23:30 on the day before the Handover Day, for all other pre-sorted Mailing Items; or</li> <li>2. there are errors known by you</li> </ul>	Number of unmanifested items per SCID posting per day	Apply Access 70 Manual Mailmark GLL Postage price for the Manual Mailmark Mailing Items	Apply fixed admin fee	Apply per item unmanifested adjustment charge	Apply per item non- compliance charges (e.g. DPS/Postcode Inaccuracy /Missorts)
prior to handover to us relating to the upload of your posting data to	Less than 500	No	No	No	Yes
the eMHS to create the eManifest.	Between 500 – 6000	Yes	Yes	No	Yes

<del>84</del>

		More than 6000	Yes	No	Yes	Yes
h.	The number, weight or Format of Manual Items declared on the Manifest(s) does not align with the number, weight or Format of Mailing Items handed over.	We will revert your Mailing Items to the correct Postage by amending the Posting Docket(s) and Manifest(s). Where we have statistically significant evidence that the number of Mailing Items declared on the Manifest(s) represents an error across a Posting or relevant segment of a Posting, then we may amend the Posting Docket based upon the statistically significant evidence.				
		constraints, if an Und	ler Volume Container i	s sampled on a Mixed		to the Mixed Weight system e actual weight of the Mailing nly.
i.	The number, weight or Format of Mailmark Mailing Items, declared on the Manifest(s) does not align with the number, weight or Format of Mailmark Mailing Items handed over.	correct the volume, v	veight or Format of ite	ms and apply the rele	-	in-process reporting, we will those corrected items. ht invoice.
j.	No Agency overlay report provided by 18:00 on the Handover Day.				t day and we may le have issued it to you.	wy a charge to you for any
k.	Inaccurate or error within the Agency overlay report provided for the Daily Posting.				r credit notes to your a request may be refuse	Agency Customers, providing d.

<del>85</del>—

# **10.4** Procedures before you handover mail

Section 8 of this User Guide sets out the procedures you must follow prior to handing mail over to us, such as booking Access Slots and submitting forecasts.

This Section 10.4 sets out the remedial action we may take in the event you do not comply with the requirements set out at Section 8.

10.4.1	Booking	Access	Slots
--------	---------	--------	-------

No	on-compliance event	Remedial actions		
a.	No Access Slot has been booked for an Inward Mail Centre.	If you arrive at an Inward Mail Centre without booking an Access Slot then we may reject the Posting. If you still wish to hand over the Posting, you must contact DSACC to agree arrangements for the handover of the Posting.		
b.	No notification provided for multiple vehicles in a pre-booked Access Slot.	If you arrive at an Inward Mail Centre with multiple vehicles without having notified us, then we may refuse handow of and reject the Posting. If you still wish to hand over the Posting, you must contact DSACC to agree arrangemer for the handover of the Posting.		
c.	You arrive at the Inward Mail Centre time outside of Access Window.	We may refuse the handover of and reject the Posting.		
d.	You arrive at the Inward Mail Centre outside of the Access Slots.	If you are unable to arrive during the agreed Access Slot you must inform DSACC at the earliest opportunity to request an alternative arrival time and agree on arrangements for the handover of the Posting.		
		If you arrive before the Access Slot (but within the Access Window) we may allow handover of the Posting if operationally feasible. If we are unable to accept handover the driver will be asked to wait or leave the premises until your allocated Access Slot or an earlier Access Slot becomes available.		
		If you arrive after the Access Slot (but within the Access Window) we will allow handover of the Posting if operationally feasible for us, subject to you gaining prior approval from DSACC.		
		If the Posting can only be accepted after the Access Slot (but outside the Access Window), your nominated contact may be notified by DSACC that:		
		<u>1.</u> in the Posting will not form part <u>case</u> of the Service Standard measurement for the purposes of Paragraph 2 of Part 1 of Schedule 2 of the Contract: Service Standard and General Service Obligations, and will be processed as if it Priority		

	Mailing Items, these Mailing Items will be processed as if they had been received on the following Working Day-; and/or         2. in the case of Standard Mailing Items, these Mailing Items will be processed as if they had been received on the following Weekday.         If you arrive during the agreed Access Slot but you are unable to hand over the Posting due to a reason attributable to us, we will allow handover of the Posting in the next available Access Slot. The Posting will be treated (including for the purposes of the Service Standard) as having been handed over during the earlier Access Slot.
10.4.2 Forecasting	
Non-compliance event	Remedial actions
a. No receipt of 1-day forecast.	We may refuse handover of and reject the Posting. If you fail to provide the 1-day forecast by 10:00am on the Working Day prior to Handover Day and you still wish to hand over the Posting, you must contact DSACC to agree arrangements for the handover of the Posting. If we have not received a forecast of the Posting due to a failure on our part we will accept handover of the Posting affected by the failure.
b. Inaccurate 7-day or 1-day forecast.	If the actual volume of Mailing Items broken down by Format and processing option (i.e. Mailmark Letter, Mailmark Large Letter, Manual Letter, Manual Large Letter), which you hand over at an individual Inward Mail Centre exceeds the number notified under Section 8.3(a) by more than the Tolerance ("under forecasting"), we may: 1. refuse the handover of; or 2. accept the handover of any Mailing Items that are in excess of the Tolerance. We shall use reasonable efforts, subject to Clause 3 of the Contract, to allow handover or to accept the Mailing Items.
	<ul> <li>Where we accept Mailing Items in line with the above, the number of Mailing Items in excess of the Tolerance shall not form part of the Service Standard measurement for the purposes of Paragraph 2 of Part 1 of Schedule 2: Service Standard and General Service Obligations, and will be processed as if they had been received on the following Working Day::</li> <li><u>1. in the case of Priority Mailing Items, these Mailing Items will be processed as if they had been received on the following Working Day: and/or</u></li> <li><u>2. in the case of Standard Mailing Items, these Mailing Items will be processed as if they had been received on the following Working Day: and/or</u></li> </ul>

<del>87</del>

	If the actual volume of Mailing Items, broken down by Format and processing option, that you handover at an Inward Mail Centre is less than the number notified under Section 8.3(a) by more than the Tolerance ("over forecasting"), we may levy an "Over-forecasting" charge.
	For the purpose of this section <b>Tolerance</b> is the greater of:
	1. 1000 Letters or Large Letters (as appropriate); or
	2. 15% of the number notified in your 1-day forecast or as notified under the Key National Posting (KNP) process specified in Appendix B of this User Guide (as applicable).
c. Non-arrival of Posting.	Where you have provided us with a Forecast and you do not inform us on the Working Day before the Handover Day that you wish to cancel a Posting, we may levy a charge. This charge is called "Vehicle No Show". The Posting will be considered void and will be logged by DSACC.
	If in the unlikely circumstance that you have sent us a Posting Docket and Manifests but you are unable to handover the Posting at any Inward Mail Centre, you must contact DSACC as soon as possible.

<del>88</del>

#### Handing over your Postings 10.5

Section 9 of this User Guide sets out the procedures you must follow prior to handing mail over to us, such as following health and safety procedures, and procedures whilst at our sites.

This Section 10.5 sets out the remedial action we may take in the event you do not comply with the requirements set out at Section 9.

10.5.1 Security and health and safety compliance			
Non-compliance event	Remedial actions		
a. Failure to comply with our site security and health and safety procedures.	We will refuse your driver access or ask him or her to leave.		
10.5.2 Unloading and handover			
Non-compliance event	Remedial actions		
a. Discrete CustomerUCID Postings are not identifiable due to missing or inaccurate York Card(s).	If one York at an Inward Mail Centre has a York card missing or an inaccurate York card, we may refuse handover of the York and require you to collect the York, or we may accept the York subject to the Discrete <u>CustomerUCID</u> Postings within the York agreeing with the Manifest.		
	If more than one York at an Inward Mail Centre has a York card missing or an inaccurate York card, we will refuse handover of the Yorks. In such cases, you must collect the Yorks whose contents have not been clearly identified and we may levy a charge to cover the reasonable costs of handling.		
	This remedial action is not applicable if you are using Segregation by Format (see Section 3.6(b) of this User Guide).		
<ul> <li>Discrete CustomerUCID Postings are not reasonably segregated within a York Cage by cardboard or other effective means.</li> </ul>	If you are not using Segregation by Format (see Section 3.6(b) of this User Guide) and you fail to reasonably segregate Discrete <u>CustomerUCID</u> Postings within a York Cage by cardboard or other effective means, we may reject the York Cage(s), require you to collect the York(s) and we may levy a charge to cover the reasonable costs of handling.		

с.	Discrete CustomerUCID Postings are not correctly segregated on handover (e.g. Containers from a Zonal option are mixed with Containers from a National Price Plan option; or Containers from a Mixed Weight Posting are mixed with Containers from a non-Mixed Weight Posting.)	CustomerUCID Posting(s) then we may reject them. This remedial action is not applicable if you are using Segregation by Format (see Section 3.6(b) of this User Guide).	
----	--	--	--

<del>90</del>—

10.6 Miscellaneous         10.6.1 Missorts				
a. Containers of Mailing Items for delivery to certain Postcodes are handed over to the wrong Inward Mail Centre (misrouted Container).	<ul> <li>We may reject the relevant Containers which will be held and either:</li> <li>1. you shall collect the wrongly handed over Containers and we may levy a charge to cover the reasonable costs of handling the Containers; or</li> <li>2. if we believe it is reasonably practicable to do so, we will process the Containers, but we will amend the Posting Docket to reflect that the Mailing Items will be charged at the Missort Processed item rate displayed on our Website.</li> </ul>			
b. Missorted Manual Items are found during the processing of the Posting.	<ul> <li>We may reject those Mailing Items and either:</li> <li>1. you must collect the missorted Mailing Items from the relevant Inward Mail Centre and we may levy a charge, the "Missort Return Charge". This Missort Return Charge includes a per item price and a collection charge per Inward Mail Centre collection. Where such charges are levied, we shall refund you for those missorted Mailing Items at the relevant agreed Access refund rate. The charges and the Access refund rate will be set each time we adjust our tariff. The Missort Return Charge and the Access refund rate are displayed on the Website; or</li> <li>2. if we believe that it is reasonably practicable we will process the Mailing Items. In this case we may revert the Mailing Items to the correct Postage by amending the Posting Docket to reflect that the relevant Mailing Items will be charged at the "Missort Processed" rate displayed on our Website. Where such a charge is levied, we shall refund you for those missorted Mailing Items at the relevant agreed Access refund rate agreed Access refund rate as the relevant Agreed at the "Missort Processed" rate displayed on our Website. Where such a charge is levied, we shall refund you for those missorted Mailing Items at the relevant agreed Access refund rate.</li> </ul>			
<ul> <li>Missorted Mailmark Mailing Items, are found during the processing of the Posting.</li> </ul>	Mailmark Mailing Items identified as missorts through in-process reporting will not be returned to you. We will process and deliver the Mailing Items and apply the applicable Mailmark Adjustments as published on the Website.			
10.6.2 Ineligible services				
Non-compliance event	Remedial actions			

	Mailing Items are handed over that are not eligible for Access (e.g. International and BFPO addresses). You have declared items as OCR or Access 1400, both discontinued services.	If we find ineligible Mailing Items at the point of handover or during the processing of the Posting(s) (after handover or acceptance), we may refuse handover or reject the Mailing Items, as applicable. You must collect the ineligible Mailing Items from the relevant Inward Mail Centre and we may levy a charge to cover the reasonable costs of handling. We will refund the Access charges raised against the equivalent volume of ineligible Mailing Items identified at the Access refund rate which is displayed on the Website. We may levy ineligible item charges for each ineligible Mailing Item found, extracted and returned, at a per item price plus a collection charge per Inward Mail Centre collection. Ineligible item charges are displayed on the Website. You will be charged at Access 70 Postage charges.			
10	.6.3 Zonal option	onal option			
No	on-compliance event	Remedial actions			
a.	You do not meet the additional Zonal presentation requirements set out in Appendix C of this User Guide.	We may reject the Posting or relevant segment of the Posting.			

<del>92</del>

# **Appendix A: Addressing Mailing Items**

To meet the required address standards you must ensure that each address on a Mailing Item includes at least:

- one premises element;
- one thoroughfare element;
- one locality element; and
- the Postcode as a minimum.

Other elements may be included. If there is no thorough fare element contained in  $\mathsf{PAF} \ensuremath{\mathbb{R}}$  this need not be included.

Each element is described below:

PAF Format		Element
Organisation	Royal Mail	
Sub Building		Premise
Building Name	Wheatstone House	Fremise
Building Number		
Dependent Thoroughfare		Thoroughfare
Thoroughfare	Wheatstone Road	
Double Dependent Locality		
Dependant Locality	Dorcan	Locality
Post Town	SWINDON	
County		Not required
Postcode	SN3 5XX	Postcode

### **1** Premises elements

- 1.1 All Mailing Items must include at least one of these four elements, so that a single delivery point is defined. You do not have to include all the premises elements (unless the premises elements used do not sufficiently describe an address), even if they are included in PAF®, but building numbers must be applied on the same line as the dependent thoroughfare or thoroughfare information.
- 1.2 You should make reasonable efforts to check the addressee name and Delivery Address of a relevant Mailing Item against the latest version of the Mailing Preference Service's Suppression File before you hand over the Mailing Item to us. You can get the Mailing Preference Service's Suppression File from the Mailing Preference Service, DMA House, 70 Margaret Street, London W1W 8SS.

#### 2 Thoroughfare elements

- 2.1 PAF® will give one of three possible combinations:
  - a. No thoroughfare: no need to include anything in this part of the address.
  - b. A thoroughfare but not a dependent thoroughfare: include the thoroughfare.

c. Both a dependent thoroughfare and a thoroughfare: include the dependent thoroughfare. If space allows you can also include the thoroughfare, though it is not compulsory.

#### 3 Locality elements

- 3.1 You must include at least one locality element. The address ddoes not have to include all locality elements, even if they are included in PAF®.
- 3.2 The initial letter(s) of the post town must always be in capital letters, for example Milton Keynes. Alternatively the whole of the post town may be in capital letters, for example: BIRMINGHAM on a line on its own, as can the whole of the Delivery Address.

#### 4 Postcode

- 4.1 The address must contain the full and accurate Postcode. The Postcode must be able to generate an address from PAF® which can be matched to the minimum requirements above (at least one premise element, one thoroughfare element and one locality element). The Postcode must always appear in capital letters and, unless with the exception of examples set out at Section 5(b) below, on its own as the last line of the address.
- 4.2 Do not include any punctuation or underline the Postcode. Please put one or two character spaces between the two parts of the Postcode. The first part (i.e. SN3) is the outward code; the second (i.e. 5XX) is the inward code.

#### 5 Address Structure

5.1 Each address element must be on a separate line with the Postcode included as the last line of the address.

Royal Mail Wheatstone House Wheatstone Road Dorcan SWINDON SN3 5XX

- 5.2 Where the address complies with PAF® and there is no other text or information on the face of the Mailing Item that could be construed as an address, then the following exceptions apply:
  - a. The Postcode may be preceded by a county on the last line of the address, provided that the space between the county and the Postcode is one or two characters.

Royal Mail Wheatstone House Wheatstone Road Dorcan SWINDON Wiltshire SN3 5XX

b. The post town may be followed by a county on the penultimate line of the address, provided that the space between the post town and county is one or two characters and that the Postcode is on the last line of the address.

Royal Mail Wheatstone House Wheatstone Road Dorcan SWINDON Wiltshire SN3 5XX

c. The post town and Postcode may be jointly on the last line of the address, provided that the post town precedes the Postcode and the space between the two elements is one or two characters.

Royal Mail Wheatstone House Wheatstone Road Dorcan SWINDON SN3 5XX

The County, although not required, may be included as the penultimate line of the address, provided that the space between the post town and county is one or two characters and that the Postcode is on the last line of the address.

## 6 Zonal Addressing

6.1 See Appendix C for details of the addressing standard requirements for Zonal Postings.

#### 7 General advice for print quality and finishing

- 7.1 Digital printing processes apply a pigment layer that adheres to the surface of the paper. The layer does not soak into the paper and is softer than standard inks.
- 7.2 Consequently, when used for mail, the pigment may rub off, transfer to adjacent surfaces (inserts and the envelope), crack, and become marked both during the manual and automated handling process.
- 7.3 The application of an ultra-violet (UV) cured varnish has been found to reduce wear to digitally printed Mailing Items. This provides a protective coating over the pigment. It should only be applied to the non-addressed side of the Letter as the characteristics of the varnish may make the Mailing Items unmachinable if applied to both sides (they may have `window-like characteristics' that reduce mechanical handling capability, increase static cling, and compromise code mark printing).
- 7.4 The pressure exerted on the Letter during automated processing may cause colour offset on digitally printed items. Therefore, it is recommended that there should be no off-set of print or colour transfer when the items are exposed to a pressure of 3.43kPa (35g per cm2). This equates to a weight of 8.5kg spread over the surface of a DL envelope, and 13.5kg for C5 envelopes.

#### 8 Where to go for more information

- 8.1 For more information or to order Managing Address Data products:
  - a. Call Royal Mail on 0845 606 6854
  - b. Visit the Royal Mail Website at <u>www.royalmail.com/amu</u>
  - c. Order products via the Royal Mail Website shop at <u>www.royalmail.com/shop</u>
  - d. Order products online from: <u>address.management@royalmail.com</u>

# Appendix B: Key National Posting (KNP)

## 1 Introduction

- 1.1 This appendix defines the process for managing KNPs. It describes the communication channels, the flow of information and the actions required by each link within the process.
- 1.2 The KNP process applies to all Access Services offered and is in addition to and does not replace any existing processes for handling Postings as described in the User Guide. The effectiveness of a KNP is largely dependent on the timeliness of the exchange of key information between you and us.
- 1.3 The KNP process is designed to ensure advance notice is provided for all Postings that require additional planning and management because they are exceptional to the norm of particular importance (e.g. public health messaging) and/ or because of their volume, size, shape or geographical bias.
- 1.4 The KNP process is used to raise the awareness of particular Postings to ensure these Postings are planned, communicated and executed to meet the product specification and quality of service in an efficient and cost-effective manner to the benefit of all concerned.
- 1.5 Failure to provide the necessary information may result in Mailing Items not being delivered within the expected timescales, and we may manage the handling and delivery of Mailing Items to ensure excessive costs are not incurred.

## 2 What is a KNP?

- 2.1 A KNP is any Posting, which may cause operational challenges or difficulties and may not be successful or meet quality of service unless it is planned discretely from 'business as usual' postings and the plans implemented.
- 2.2 It should be noted that individual Postings may not in themselves cause operational difficulties, but may contribute to such concerns when combined with other such postings, or planned at specific seasonal times of the year. Therefore, if any Posting fits any of the criteria described at Annex A of this appendix, the KNP process must be followed. We maintain the right to manage any posting as a KNP if it is deemed to have an operational impact, or be exceptional due to its size, weight, or geographical delivery bias.
- 2.3 All poll card and council tax mailings are considered to be KNPs. See Appendix P for further details on poll cards.

## 3 KNP process

3.1 A KNP must be communicated and raised at the earliest possible opportunity via the appropriate Royal Mail Wholesale channel. The timeline specified at Annex B of this appendix will then be implemented by both parties, and the exchange of information progressed to deliver an effective and efficient posting.

## 4 Entry Level

3.14.1 Volume is not the only determining factor; the issue for us (and other operators) is one of workload and capacity. A common sense approach is applied to Postings that may reasonably be considered to be exceptional because of their volume, size, shape or geographical bias and/or show a significant spike in your normal posting pattern. Annex B provides the timeline.

#### 5 Documentation

5.1 For all KNP Postings, you must submit a fall to earth (FTE) of the mailing profile on at least 7 Working Days' notice prior to the Posting being handed over to us. The format of the fall to earth is shown in

Annex C of this appendix. The notification of KNPs, including sharing of the FTE, is done through DocketHub.

- 5.2 You must also include the KNP posting in your 7-Working Day forecast (see Section 8.2) and 1-day forecast (see Section 8.3).
- 5.3 Any changes to the posting data including the FTE and handover date after submission must be notified immediately to us.

#### 6 Access Slots

6.1 If additional Access Slots are required to handover the KNP, then you or your carrier must book the additional Access Slots at least 2 Working Days prior to the KNP being handed over to us at the specific Inward Mail Centre. See Section 8.1 on how to book Access Slots.

#### 7 Annex A - Access KNP Criteria

- 7.1 Mailing Items which you plan to handover, that meet the criteria below, must be notified to us using the DocketHub KNP functionality, to us a minimum of 28 days before the first date of handover to enable detailed operational planning to take place. (28 days has been specified as it is reasonable to expect that the details of the Posting to be known at that point).
- 7.2 If you fail to notify us of a KNP Posting in accordance with the timeline at Annex B we may handle the Posting over a number of days; the number of days to be determined by us.
- 7.3 In addition to the total volume of Mailing Items being posted, other criteria may also determine if a Posting is a KNP:
  - a. Mailing Items of an unusual size/shape or weight;
  - b. Mailing Items that do not fit through the average sized letter box as defined by the European Standards Commission (this can be obtained on request);
  - c. A Posting with a geographical bias. This may include National Postings that may have a geographical bias as a result of the production order and handover of the Posting. Poll card and council tax mailings are examples of these.

Volume			Impact grid to be used as a	guide for all Access Service	S	
>1m						
750k-1m						
500K-750K						
250K=500K						
125K-250K						
0-125K						
Format		Letter			Large Letter	
Impact	Geographical bias	Unusual format	National	Geographical bias	Unusual format	National
Access Sortation	70	70	70	70	70	70
Access Service	Machinable or manual	Manual	Machinable or manual	Machinable or manual	Manual	Machinable or manual

Volume		Impact grid to be used as a guide for all Access Services													
>1m															
750k-1m															
500K-750K															
250K=500K															
125K-250K															
0-125K															
Format		Letter			Large Letter										
Impact	Geographical bias	Unusual format	National	Geographical bias	Unusual format	National									
Access Sortation	70	70	70	70	70	70									
Access Service	Machinable or manual	Manual	Machinable or manual	Machinable or manual	Manual	Machinable or manual									

#### Key:

Red = KNP

Amber = Possible operational impact, therefore, KNP status considered. Please discuss with your Account Handler

Green = Not considered a KNP

Effective from 25 October 2024

<del>98</del>

# 8 Annex B - KNP timeline

Activity	Time before	Date	Clarification of	Date
	posting date	expected	information required	complete
Advise commencement date of	- 28 days		Date to be confirmed -	
Posting			will be first handover at	
			RM Inward Mail Centres	
Format and sortation of Mailing	- 28 days		Item format, weight &	
Items			sortation level to be	
			confirmed	
Volume of Mailing Items other	- 28 days		Total volume and	
criteria (see App. A above)			estimated volumes other	
			criteria by Handover Day	
Item weight and description	- 21 days		Example mailpiece (if	
			available) and exact	
			weight of item to be	
			provided.	
Return address	- 21 days		UK returns to sender	
			address to be supplied	
Response item	- 21 days		Is a response item	
	21 00,0		contained within mail	
			item	
Order additional supply of	- 14 days		Carrier to order	
Consumables	14 duys			
Order additional supply of	- 14 days		Carrier to order	
containers				
Presentation and containerisation	- 14 days		Containers &	
of Mailing Items	,.		presentation of Mailing	
			Items to be confirmed	
Book additional Access Slots	- 14 days		Carrier to book any	
	11 00,0		additional Access Slots	
			via DocketHUB	
Ensure drivers and vehicles are	- 14 days		Carrier to upload to	
on DocketHUB	11 00,0		DocketHUB	
Fall to earth for each day of	-7 Working		Information required see	
handover to be uploaded to	Days		Annex C	
DocketHUB	Duyo			
Formal confirmation of posting	-7 Working		Confirm dates, format &	
dates	Days		item weights to us	
Include KNP in 7-Working Day	-7 Working		Upload into DocketHUB	
forecast	Days			
Include KNP in Forecast	- 24 hours		Upload into DocketHUB	
Upload KNP data to relevant	By 06:30 on		Upload into DocketHUB.	
posting dockets	Handover			
	Day			
Begin KNP Posting and review	0	1		

# 9 Annex C – FTE format

Date of handover	Format	No of items	No of Containers	Sortation level	SSC	Postcodes	Office	Inward Mail Centre
dd/mm/yy	XX	XX	XXX	XX	12345	XX1A	XXXXX	XXXXX

<del>99</del>

# Appendix C: Zonal Option

## 1 Introduction

1.1 If you have opted for a Zonal Price Plan with your Contract you are required to meet certain additional presentation requirements. The following sections provide the detail of those requirements, the additional software that is available to aid those requirements and the detailed pricing formula values.

## 2 What is a Zone?

2.1 We have analysed the c.11000 Postcode Sectors in the United Kingdom and have allocated each of these to a Zone according to the criteria in the table below:

Zone	Definition Where DPD = Delivery Point density and BD = Business Density
A (Urban)	(BD > 10% and DPD >500) or DPD >1000
B (Suburban)	DPD <1000 >100
C (Rural)	DPD <100
D (London)	M25 Where the relevant 3 digit Standard Selection Code3 (SSC) is defined as "having more than 50% of their postal delivery volumes going to an area within the M25 boundary"

A full list of Postcode selections and Zones can be found within the Access Selection Files at <u>www.royalmailwholesale.com</u>

## 3 What is a Zonal Posting?

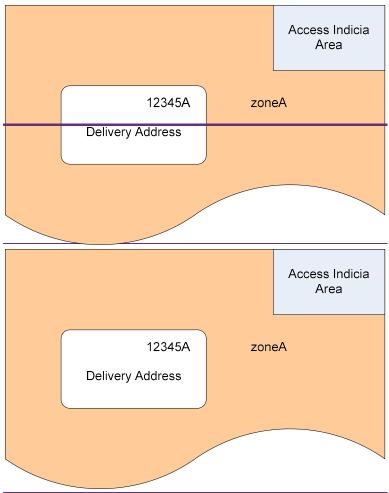
- 3.1 Zonal Postings are those where the fall-to-earth of the Mailing Items is not expected to meet the posting profile requirements of the National Price Plan One (SSC's), Averaged Price Plan Two (Zones) or Regional Price Plan (Zones). In order to price Zonal Postings we have developed Zonal Charges for each of the Services available.
- 3.2 Zonal Postings are priced on any given day not only by the Mailing Item weight (dependant on the band) format and Service, but also by the number of Mailing Items at each Zone, pertaining to the former criteria.
- 3.3 You are required to analyse each Container at this level of detail and present it to us via DocketHUB (see Figure 2729). We will summarise this data for pricing purposes as presented on the Posting Docket and invoice.

## 4 Zonal Indicator

- 4.1 All Mailing Items for a Zonal Posting must carry the Zonal Indicator relevant to the Postcode sector of the corresponding address.
- 4.2 There are two options relating to the positioning of the Zonal Indicator on your Mailing Items (see Figure  $\frac{2628}{28}$ ):
  - a. Within the top right-hand area of the address window immediately following the Standard Selection Code (Zone A, B, C or D), for example 53200 A; or
  - b. It may be preceded by the word "Zone" and be in a minimum font size of 10 point (e.g. Zone A).

<del>100</del>

4.3 Both options need to be positioned outside of any Clear Zones.



*Figure 26</del><u>28</u><i>: Positioning options for Zonal indicator* 

4.4 The simplest way to ensure an address is correct is to check that the minimum address elements in the appropriate PAF® records are present. To facilitate this we have developed the Access Selection Files, available to download via <u>www.royalmailwholesale.com</u>, which incorporate the Zonal Indicator and which will be updated monthly for new Postcode sectors. All other functionality remains as per the existing Access Selection Files. The Access Selection Files are maintained by us and linked to our Delivery and Postcode databases in order to ensure the most up to date Postcode sector analysis is available for customers to price Zonal Postings. If you have signed up to receive notifications via the Website, we will notify registered users when updates are available. It is mandatory to use the most up to date Version of the Access Selection Files. It is highly recommended, unless specifically requested as a mandatory update, that the most up to date Access Selection Files Release be used, to ensure mailing lists are priced correctly. We conduct an annual review of Postcode sectors to Zones which will be affected by publication of a new release of the Access Selection Files. Use of this specific release of these Access Selection Files is mandatory for all Zonal Postings.

## 5 Container labels

5.1 All Mailing Items presented under the Zonal option must have the word 'zonal' clearly visible and legible on the Container label. For more details see Section 5.

## 6 DocketHUB requirements

6.1 In addition to the standard data requirements for the DocketHUB interface, you will be required to provide the volume of Mailing Items at each Zone per Container. The DocketHUB technical specification

<del>101</del>

can be found at www.royalmailwholesale.com and includes the specific additional coding requirements for the Zonal option. This upload will generate a Zonal Manifest (see Figure 2729).

					Site M	lanifes	st / De	livery N	lote			
Access Site:							<sup>4</sup> Handov	er Date to Royal	Mail:			
Address: Job Reference:							<ul> <li>Account</li> <li>Account</li> <li>Account</li> <li>Docket</li> <li>Licence</li> </ul>	t Name: Number:				
Container Id	e Manifest		UCID	SSC	Post Code Area	Product Details	Zone	Items	Avg Weight (g)	Total Weight (Kg)	Declared Container Weight	Declared
	Id	ld				Details				(119)	(Kg)	Container Items
125061000000	Id		80000	244		70_\Letters	A	731	10	7.310		
425G61000000	Id		8RC00	344	В	Contraction of the second	AB	731			(Kg) 8.000	Container items
			8RC00	344	В	70_\Letters Rsp Int/	2002			7.310		
	for 1 Conta	ainers	es not cor	nstitute accepta	B ance that the above d andover of mail items	70_\Letters Rsp Int\\ Tray	B	69 alls will be subject	10 to Royal Mail rever	7.310 0.690	8.000 8.000 d mails verification ch	800

	For Royal Mail Use Or	ly	
Royal Mail (Please print name) Royal Mail Signature	Handover Date to Royal Mail Arrival Time at Royal Mail		l



### 7 Pricing

2. Acce Addr

Job F

- 7.1 The detailed Manifest data per Container will be summarised for pricing and invoicing purposes at the level of Access Service, Format, Service Standard, processing option, average item weight, and number of items per Zone.
- 7.2 The pricing methodology and the current Zonal Charges are on our Website and within Schedule 3: Price Plans of the Contract.
- 7.3 Where the address data on a Mailing Item does not have the Postcode selection in sufficient detail to identify a Zone, you must declare such Mailing Items as Zone Z, except for Mailing Items whose delivery destinations are in the London Zone, which must be declared as Zone D. Zone Z Mailing Items will be charged at Zone C prices.
- 7.4 In order for you to estimate the cost of a Zonal Posting, we have developed a pricing calculator that will enable mailing lists to be "priced" in advance of actual mail production. The calculator is available on the Website.

# **Appendix D: Mixed Weight Service**

## 1 Introduction

- 1.1 Mixed Weight allows you to hand over Large Letters of different weight bands within a Container at an Inward Mail Centre.
- 1.2 You may use this presentation option if you have agreed to Schedule 5, Part 1: Mixed Weight of the Contract and completed the implementation timeline with us successfully. Your Access Account Director will be able to advise of the timescales involved.

## 2 Presentation

- 2.1 Mixed Weight is a presentation option for Large Letters only, unless you are posting Catalogues (in which case the Mixed Weight rules within Appendix H will apply to those Catalogues).
- 2.2 Large Letters (including General Large Letters) must be sorted by you to the Access 70 sortation option.
- 2.3 You shall ensure that each Mixed Weight Posting on any Working Day shall comprise not less than 4000 Mailing Items per Service qualifying as Mixed Weight.
- 2.4 As is the case for all other Services, Mixed Weight may not be used for handing over different Formats in any one Container.
- 2.5 You must test the upload of your Mixed Weight data via DocketHUB prior to your first Mixed Weight Posting.

#### 3 Container labels

- 3.1 You must include an additional identifier (**MW**) on the Container CFL (see Figure <u>2830</u>), so that the Inward Mail Centre can identify the Posting is Mixed Weight.
- 3.2 The unique Container ID on the Container label must contain no more than 12 characters.
- 3.3 If your Mailing Items arrive in <u>York ContainersYorks</u>, there is also a requirement to include 'Mixed Weight' on the York cards (see Figure <u>2931</u>).
- 3.4 All other labelling requirements set out at Section 5 must be followed.

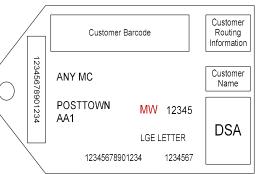


Figure 2830: Mixed Weight bag label

1. York ID			York	(ID								
2. Carrier name -	→ Carrier Name											
3. IMC- name of the IMC being accessed	Mail Centre Name											
4. Either A3 Parcel/		ſ	Mail Fo	ormat								
5. List all your customers -> contained within the York, by	Qustomer	Contract	No of	Qustomer	Contract	No of						
customer name, Contract type		Туре	Bags/Trays		Туре	Bags/Trays						
and number of Containers	AN other	NAT	Х	AN other	MIXZ	Х						
NAT - National     Zonu Zamal	AN other	NAT	Х	AN other	MIXZ	X						
<ul> <li>ZON - Zonal</li> <li>MIXN - Mixed Weight</li> </ul>	AN other	NAT	Х	AN other	MIXZ	Х						
National	AN other	ZON	Х	AN other	MIXN	Х						
MIXZ - Mixed Weight Zonal	AN other	ZON	Х	AN other	MIXN	X						
5	AN other	ZON	Х	AN other	MIXN	X						
6. Date and numbers – you must show the actual date of handover to an individual IMC and the accurate number of Containers contained within the York	Date of H Total No.		/ Bundles									

<del>104</del>

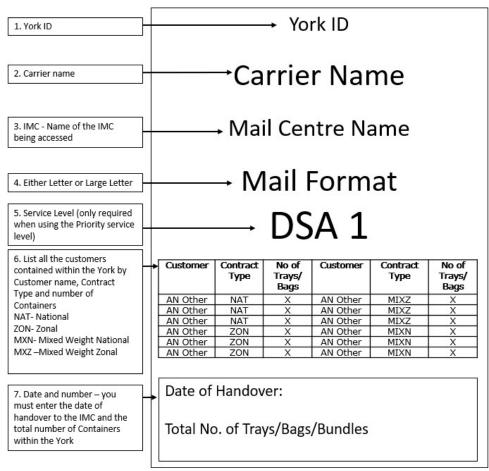


Figure 2931: Mixed Weight York label

## 4 Forecast

4.1 You must upload a 7-Working Day forecast of Mixed Weight Postings into DocketHub (see Section 8.2).

#### 5 Documentation

- 5.1 The Manifest enables you to declare both Mixed Weight and non-Mixed Weight Containers. An example of the Manifest is shown in Figure <u>1732</u>.
- 5.2 You must declare on the Manifest the total number of Large Letters by weight band (see Figure 30).
- 5.3 The weight band indicators to be used on the Manifest are as follows:

WEIGHT BAND	WEIGHT	PRICING
WB1 (weight band 1)	Mailing Items weighing no more than 100g.	All Mailing Items falling within this weight band will be priced accordingly.
WB2 (weight band 2)	Mailing Items weighing more than 100g and no more than 250g.	All Mailing Items falling within this weight band will be priced accordingly.
WB2 (weight band 3)	Mailing Items weighing more than 250g and no more than 750g.	Mailing Items are priced in 1g increments at the average weight of all the items falling within this weight band.

5.4 If you have a Contract that permits you to post under a National and the Zonal Price Plans, you must upload your data for Mixed Weight Postings under each separate Price Plan to a discrete Mixed Weight Manifest relevant to each Price Plan.

Effoct	ivo fror	n 25	Octobo	r つつつ/

- 5.5 For Mailing Items posted under National Price Plan One (SSCs) or Averaged Price Plan Two (Zones), the data must be populated with the volume of Mailing Items under the 'National' column (NAT) for each weight band (an example is shown in blue text at Figure <u>1732</u>). For a non-Mixed Weight Container within a Mixed Weight Posting, you must declare the number of Mailing Items by weight band and show the total weight of the Large Letters in the Container and the average item weight (an example is shown in black text at Figure <u>3032</u>).
- 5.6 For Mailing Items posted under the Zonal Price Plan, the data must also include the number of Mailing Items by Zone within each weight band (an example is shown in red text at Figure 3032). For a non-Mixed Weight Container within a Mixed Weight Posting, you must declare the number of Mailing Items by weight band and show the total weight of the Large Letters in the Container and the average item weight. You must also declare the number of Mailing Items by Zone within a weight band (an example is shown in green text at Figure 3032).
- 5.7 For Mixed Weight Postings, you will be issued with a separate discrete account number which you must use to upload your Manifest DocketHUB.
- 5.8 Your Manifest must be uploaded electronically to DocketHUB and received no later than 06:30am on the Handover Day.
- 5.9 Two physical copies of the Manifest must accompany Mixed Weight Postings handed over at an Inward Mail Centre.

															_														
	Site Manifest / Delivery Note																												
MC														Da	ate	ofha	ndov	ert	o Ro	oyal t	dail	dd.	/mm/yy						
		Account number:																											
MC A	ddress ::	Posting Docket number																											
hh m	ference:	Posting Docket number:																											
. Job 16	lerence.	Sheet X of X																											
	Individual Bag Identification																												
Container ID no.	e Man hest ID	Supply Cliali ID	UC ID	ssc	Postbode Area		1 13		. Hen 1008 1	ns		22	N V	o. 11e /182	ems	8			No.1 WB3	tem s	ŧ		Aue Weight	Aciusi Total	Auerage Weighi of	To BI Maling	Format	Serube	Sortation
						N A T	A	8	с	D	Z A T	A	8	с	D	z	N A T	A	8	с	D	z	WB3	WEIghi Ørgi	Maling Ilems (g)	liems (uri is)			
12345678			ABCDBG	123	xx	x					-					5.2								x	x	×	Large Letters	Mai tal	70
12345679			ABCIDEG	123	XX	X					x						x						×	×	×	×	Large Letters	Mai tal	1400
12345670			ABCDEH	123	XX		x	x	X			x	X	x				x	x	8			x	×	×	×	Large Lette rs	Narral	1400
12345589			ABCDEF	123	xx		x	x	x															x	×	×	Large Letters	Narral	1400
12345598			ABCDEF	123	xx		x	x	X	1		x	X	x		x								x	×	×	Large Lette ø	Namal	1400
12345688			ABCDEF	123	××		x	x	x															×	×	×	Large Letters	Nannal	1400
													<	50. 															
		i i		Tolel No.or Cantelners	Totals								0	20.														~	504 D.
		delivery note of doubt , this																		yal N	1ail	reve	enue protec	tion checks	5.		Forf	Royal Mall (se	only.
	For customer use only																												

*Figure <del>30</del><u>32</u>: Manifest for Mixed Weight Postings* 

<u>10-89723456-2\334470-572</u>

# Appendix E: Mixing Supply Chain IDs (SCIDs)

## 1 Introduction

- 1.1 Mixing SCIDs allows you to mix Mailmark Mailing Items belonging to different SCIDs into Containers for handover at an Inward Mail Centre.
- 1.2 You may use this presentation option if you have signed up to Schedule 5, Part 4: Mixing Supply Chain IDs of the Contract.

## 2 System changes

2.1 Before you can hand over Mixed SCID Containers to us you must, at your own cost, undertake all systems and procedural changes required to enable you to meet the Mixing SCIDs Specification and notify us in writing once you have done this. Once we have confirmed that you have made all such we will notify you of the Mixing SCIDs Start Date.

## 3 Documentation

- 3.1 For each Mixed SCID Container, you must declare on the Posting Docket the following information:
  - a. code number "999999999" in the SCID field (Mixed SCID Code);
  - b. code number "9999999999" in the eManifest ID field (Mixed eManifest ID Code).
- 3.2 If you choose to use UCIDs to identify your discrete postings, a discrete UCID pertaining to the Posting Entity in the UCID field (**Mixed UCID**).
- 3.3 You must declare the Container ID in spare field 10 of the eManifest for Mailing Items that you put into Mixed SCID Containers.

#### 4 Advertising Mail and Partially Addressed Postings

- 4.1 For Royal Mail Advertising Mail Postings or Partially Addressed Postings, where you, or the Customer Entity or Originating Posting Customer, as the case may be, has not exercised the Data Opt Out, you must apply a Mail Reference for the applicable Advertising Mail Posting or Partially Addressed Postings, and you must use only the Mailmark eManifest to denote this. For clarity, the Posting Docket must not be used by you to provide the Mail Reference for a Mixed SCID Container.
- 4.2 For Mixed SCID Containers of Advertising Mail or Partially Addressed Mail, each seed/sample of mailing pack design which you submit to us must reference the Mixed UCID pertaining to the Mixed SCID Containers.

## 5 Compliance

- 5.1 For Mixed SCID Containers containing Mailmark Mailing Items from different Supply Chains, you must ensure that all Mailmark Mailing Items in each Mixed SCID Container belong to the same Mailmark credit account.
- 5.2 You shall not reuse a Container ID more than once in a 90-day period, commencing from the date you include that Container ID in the eManifest.
- 5.3 If a Mixed SCID Container which you have identified on the eManifest is not handed over to us on the day the eManifest is confirmed, the Container ID for the Mailing Items in that Mixed SCID Container must not be changed if the Mailing Items are to be resubmitted within 5 days of the eManifest being confirmed.

<del>107</del>

# **Appendix F: Digital Stamp Indicator**

## 1 Introduction

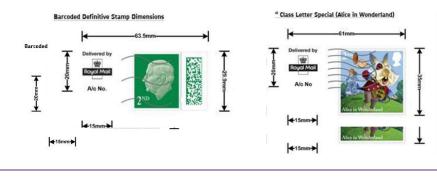
- 1.1 This appendix sets out the Digital Stamp Design Specification which you must meet when using a Digital Stamp Indicator on Mailing Items.
- 1.2 You may use Digital Stamp Indicators on Standard Mailing Items and Mailmark Economy Mailing Items if you have agreed to Schedule 5, Part 5: Digital Stamps of the Contract. <u>Digital Stamp Indicators must not be used on Priority Mailing Items</u>. It is the responsibility of your supply chain members to ensure they have checked with you as to whether you have agreed to Schedule 5, Part 5: Digital Stamps of the Contract.
- 1.3 Digital Stamp IndicatorIndicators specified for:
  - a. Letters must only be used for Mailing Items to be posted as Letters; and
  - b. Large Letters must only be used for Mailing Items to be posted as Large Letters.

#### 2 The Digital Stamp designs

- 2.1 You have a choice of Digital Stamp Indicator to use. For each Digital Stamp Indicator, we provide artwork comprising the stamp image, the cancellation marks and the Royal Mail cruciform and 'Delivered By' text. You will need to add the Access Licence Number for the relevant Access Contract. Please see Paragraph 3 below for a list of available Digital Stamp Indicia and stamp artwork dimensions.
- 2.2 New Digital Stamp Indicators will be made available from time to time and we will notify you as and when these new Indicators are issued. Your print supplier will need to gain approval in order to be authorised to print a new Digital Stamp Indicator.
- 2.3 To request "Digital Stamp Artwork" please contact <u>accessdigitalstamp@royalmail.com</u>.

#### 3 Mandatory design requirements

- 3.1 Artwork:
  - a. Only Digital Stamp artwork issued by us can be used.
  - b. You must ensure that the correct Access Licence Number (C9 number) relevant to the Access Contract you use for the Posting is added to the artwork in the position detailed in Figure 3133 and Figure 3234 below.
  - c. Font and size for the Access Licence Number is Helvetica Neue Regular 10pt which must be printed in black.
  - d. Artwork must be produced in full colour to 300dpi for printing with the colour remaining consistent with the artwork issued.
  - e. Artwork must meet the exact dimensions of the Digital Stamp artwork (see Figure 3133 below).





Effective from 25 October 2024

10-89723456-2\334470-572

Figure 3133: Access License Number positioning and dimension requirements for Digital Stamp Indicators

3.2 Envelope material properties:

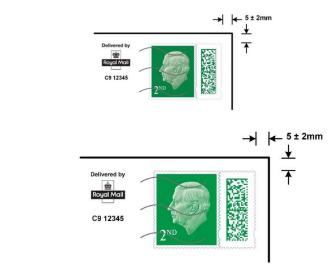
1

- a. To ensure accurate colour reproduction of the Digital Stamp artwork, the envelope must be manufactured from a white, coated material. If you intend to print an overall colour to the envelope, the Digital Stamp Indicator must be printed onto a white background and contain a white border which provides a 5mm clear zone free from print. The envelope material must have the following properties:
  - i. The white substrate must have a brightness value of a minimum of 75% when measured using BS EN ISO 2470 Measurement of Diffuse Blue Reflectance Factor (ISO Brightness) of Paper and Board; and
  - ii. the white substrate must have an opacity value of a minimum of 75% when measured using BS EN 2471 Opacity (Paper Backing) of Paper and Board by the Defuse Reflectance Method.
- 3.3 Dimensions, layout and positioning:

7

a. The following requirements must be met:

	Digital Stamp
Stamp position from right hand edge of envelope (mm)	5 (+/-2mm)
Stamp position from TOP of envelope (mm)	5 (+/-2mm)
Font for Access Licence Number (printed in black)	Helvetica Neue Regular
Font size for Access Licence Number (mm)	10pt
White border clear zone around the extremities of the Digital Stamp Indicator	5mm
Print DPI	300 x 300
The maximum skew for the whole Digital Stamp Indicator from the horizontal axis	± 3°



*Figure* <u>3234</u>: *Digital Stamp Indicator layout and positioning* 

b. If you want to add the Customer Access Indicator to the Mailing Item, you must position it to the left of the Digital Stamp Indicator and ensure the 5mm white border clear zone is maintained.

<del>109</del>

#### 4 Mailmark

4.1 Digital Stamp Indicators must only be used on Mailing Items posted under Royal Mail Mailmark® and as such, your items need to meet the Royal Mail Mailmark® specification (see Appendix M).

#### 5 Customer and print supplier approval process

- 5.1 If you are using a print supplier, prior to using a Digital Stamp Indicator for the first time, you should check that your print supplier's production site has been approved by us for printing of that Digital Stamp Indicator. You can check this at <a href="http://www.royalmailwholesale.com/digital-stamp-indicia">www.royalmailwholesale.com/digital-stamp-indicia</a>.
- 5.2 If your print supplier has not yet been approved for producing the Digital Stamp Indicator, they need to follow the process below:
  - a. Contact <u>accessdigitalstamp@royalmail.com</u> who will outline all steps of the process and work with you and/or your print supplier to obtain approval;
  - b. The Digital Stamp Indicator artwork designs and the Digital Stamp approval application form is available on request from <a href="mailto:accessdigitalstamp@royalmail.com">accessdigitalstamp@royalmail.com</a>;
  - c. From the artwork and specification, your print supplier will need to produce a copy of each of the Digital Stamp Indicators intended to be used:
    - i. the classic second class letter stamp design;
    - ii. the classic second class large letter stamp design; and
    - iii. each Special Stamp image.
  - d. Epson prints are acceptable; however, the envelope material properties of this specification must be met to obtain reproduction of the image to the satisfactory standard.
  - e. The physical copies of the Digital Stamp Indicator designs need to be sent, along with the Digital Stamp approval application form, to us at the following address for approval:

RM Digital Stamp Approval Team Royal Mail Wholesale 185 Farringdon Road LONDON EC1A 1AA

- f. We shall notify our approval to you and the print supplier. If approval is not given, we will advise you and the print supplier about the issues we identified. Revised copies will have to be submitted to us if you would like us to consider your application for approval again.
- g. Once the print supplier's production site has been approved we will add their details to www.royalmailwholesale.com/digital-stamp-indicia. The published details are: supplier name; approval site; contact details; and approved Digital Stamp Indicia. Print suppliers must specify to us on the Digital Stamp approval application form if they do not want their details published on the website.
- h.—Following approval, the print supplier is permitted to use the approved Digital Stamp Indicator on all Royal Mail Mailmark® Mailing Items printed at the approved print production site provided that the terms set out in the approval application form and the Digital Stamp Design Specification continue to be met. Royal Mail may issue additional Digital Stamp Indicator or amend existing Digital Stamp Indicator from time to time. For the avoidance of doubt, there is no requirement for an approved print supplier's site to gain further approvals unless the print supplier wants to use a new Digital Stamp Indicator.
- h. Print suppliers are able to seek approval independent of a posting customer.

### 6 Providing Seeds

- 6.1 You must send us a seed/ sample of each Posting you send using a Digital Stamp Indicator so we can verify that the Digital Stamp Design Specification is being met on an ongoing basis. If you are unable to provide us with a seed/ sample, we will accept a sample item from each Posting using the Digital Stamp Indicator (to be sent to us on the first day of posting). Customer UCIDs must be included within the seed address.
- 6.2 The address for seeds/ samples is:

RM Digital Stamp Sample [Insert Customer UCID] RM Digital Stamp Team PO Box 73733 LONDON EC1P 1JX.

# **Appendix G: Advertising Mail**

## 1 Introduction

1.1 This appendix sets out the specification requirements you must adhere to when posting Mailing Items using the Advertising Mail Service, in addition to the requirements you must comply with as set out in Schedule 4, Part 1: Royal Mail Advertising Mail.

## 2 Qualification

- 2.1 To qualify as Advertising Mail you shall ensure:
  - a. that Mailing Items:
    - i. consist of a largely uniform message to all addressees of the Advertising Mail Posting;
    - ii. have the purpose of promoting the sale or use of products or services, or to encourage contribution to or support of a cause; and
  - b. that each Advertising Mail Posting:
    - i. contains a minimum 4000 Mailing Items in a Posting; and
    - ii. is assigned a UCID pertaining to the Originating Customer or Customer Entity, to be used in line with this Contract. (For clarity, you may not mix Mailing Items with different mailing pack designs in Containers assigned to a single UCID). For more information about UCIDs see Section 4.5(b) of this User Guide.

#### 3 Sortation, Service Standard, Formats and processing options

3.1 The Advertising Mail Service can be used with the following sortation level, Service Standard, Formats and processing options:

Sortation level	Access 70 or 48-Way Sort
Service Standard	Standard, Priority or Economy
Format	Letter or Large Letter
Processing option	Royal Mail Mailmark or Manual Item

## 3 Data specification

- 3.1 You must:
  - a. where data is not from a consent based file, have a documented procedure in place that is used to suppress customer and prospect data against the Mailing Preference Service (MPS), including MPS Deceased, and each address list used by you to prepare your Advertising Mail must on each occasion you hand over Advertising Mail be run against these files not more than 30 days before the Mailing Item that uses the data is delivered to the recipient (and for the purpose of this specification, all references to the term 'delivered' in this section shall mean 'posted' as notified by you to us);

<del>112</del>

Effective from 25 October 2024

- b. keep and maintain an internal suppression file to ensure that opt-outs are properly logged, and each Advertising Mail Posting must be run against these files 30 days or less before the Mailing Item that uses the data is delivered to the recipient; and
- c. ensure that at least 90 per cent of Mailing Items are fully and accurately addressed and postcoded in line with our Postcode Address File (PAF®).
- 3.2 The Data Opt Out, and both parties responsibilities in relation to the Data Opt Out, are explained further in Schedule 4, Part 1: Royal Mail Advertising Mail.

### 4 Samples/ Seeds of Mailing Items

- 4.1 For each Advertising Mail Posting you must provide us with a sample of the Mailing Item to be used prior to posting or include us as a seed in the Posting to verify it meets the Advertising Mail specification. The sample/seed must be an exact reproduction of the Mailing Items to be posted in terms of both envelopes used and contents enclosed and must clearly include the following information:
  - a. the relevant UCID; and
  - b. unless the Data Opt Out has been exercised, the Mail Reference.
- 4.2 The Sample/Seed must be sent to the following address:

RM Sample Royal Mail Wholesale [immediately followed by the relevant UCID number, e.g. 12345 and the Mail Reference] PO Box 72662 London E1W 9LD

#### 5 Presentation

- 5.1 You must ensure that Mailing Items are presented in traysTrays or bags that exclusively contain Advertising Mail. If Mailing Items are to be presented unbagged you must meet the requirements set out in Section 4.3(e) of this User Guide, and bundles must exclusively contain Advertising Mail only.
- 5.2 An Advertising Mail Posting may be presented in Yorks with other UCID Postings or Consolidated Postings, as long as you use Yorks in line with this Contract.
- 5.3 We want to provide you with the best possible service when using Advertising Mail, so mailings are received by customers in great condition. However, mail is a physical medium and occasionally indentations or marking of mail may occur as it passes through machinery. This applies particularly with Unwrapped mail (i.e. of postcard type design) that has been produced through digital print technology. To minimise issues we recommend that digitally printed mail items are wrapped, or an ultra violet (UV) or water based gloss coating applied to the non-address side of the finished piece. These coatings enhance wear resistance. Mail produced on lithograph presses is less susceptible to this type of marking.

#### 6 Container labels

- 6.1 Each Container containing Advertising Mail must be labelled by you using the labels we provide, clearly indicating that the contents are Advertising Mail.
- 6.2 All other labelling requirements set out at Section 5 must be followed.

#### 7 Product codes

7.1 You must use the Advertising Mail Service product codes when posting Advertising Mail, as specified in the Royal Mail Service List which lists all Access Services and their corresponding DocketHUB and SAP codes.

<del>113</del>

7.2 You can access the Service List via DocketHUB in the 'Reports' section under the 'Service Status List' category.

# **Appendix H: Advertising Mail Catalogue**

#### 1 Introduction

- 1.1 This appendix sets out the specification requirements you must adhere to when posting Catalogues (as defined in the 'Qualification' section of this appendix) in addition to the requirements you must comply with as set out in Schedule 4, Part 1: Royal Mail Advertising Mail.
- 1.2 For clarity, Catalogues are a variant of the Royal Mail Advertising Mail Service.

#### 2 Qualification

- 2.2 A Mailing Item will constitute a "Catalogue" if the Mailing Item is Advertising Mail and we determine that:
  - a. the Mailing Item comprises a list of goods and/or services together with a description, image and price;
  - b. the editorial and other content of the Mailing Item is minimal; and
  - c. the content of the Mailing Item enables sales orders to be taken on such goods and/or services (including auctioned goods and services) directly from the page at the prices listed.

## 3 Sortation, Service Standard, Formats-, processing options and weight options

3.1-The Catalogue option is for items that are sorted to Access 70 selections.

<u>3.1 Catalogues can be used with the following sortation level, Service Standard, Formats and processing options:</u>

Sortation level	Access 70
Service Standard	Standard, Priority or Economy
Format	Letter or Large Letter (see below for maximum size dimensions)
Processing option	Royal Mail Mailmark or Manual Item

3.2 The maximum size dimensions and weights applicable to Mailing Items that are Catalogues are set out in Figure 3335 below:

	max mm	max mm	max mm	max g	Weight
Format	Length	Width	Depth	Weight	Band
Access 70 Mailmark					WB1
Letter* and Access 70					
Manual Letter	240	165	5	Up to 100	
Access 70 Manual Letter					WB2
only	240	165	5	101 - 150	

<del>114</del>

Access 70 Mailmark Large Letter* and Access 70 Manual Large Letter	353	250	25	Up to 100	WB1
	333	250	25	Up to 100	M/D2
Access 70 Mailmark					WB2
Large Letter* and					
Access 70 Manual Large					
Letter	353	250	25	101 - 250	
Access 70 Mailmark					WB3
Large Letter* and					
Access 70 Manual Large					
Letter	353	250	25	251 - 750	

\*Advertising Mail Catalogue Mailing Items posted using Royal Mail Mailmark must comply with the terms and conditions of Schedule 8, Part 1: Royal Mail Mailmark of the Contract and Appendix M of this User Guide.

Figure <u>3335</u>: Catalogue sortation, Format and weight options

3.3 All Letter format items and Large Letter format items must be sorted into weight bands.

#### 4 Mixed Weight

- 4.1 Mixed Weight is a presentation option for Large Letters and, for the purposes of the Catalogue option only, for Letters but only to the extent that the Letters constitute Catalogues. If you are posting Letters as Catalogues using Mixed Weight you must inform your Account Director in advance of commencing posting.
- 4.2 When declaring Catalogues as Mixed Weight on the Manifest, the weight band indicators to be used are those specified in Figure 3335 above. For all other types of Mailing Items, you must declare the item weights using the weight bands detailed at Appendix D of this User Guide.

#### 5 Samples/ Seeds of Mailing Items

5.1 You must send us a seed/sample of your Catalogue mailing in line with the Advertising Mail terms and conditions of Schedule 4, Part 1: Royal Mail Advertising Mail of the Contract and Appendix F of this User Guide.

#### 6 Container labels

6.1 It is a requirement to identify the bags and trays containing Catalogue mailings. You must use the abbreviation 'CAT' and place it above the Customer Type in the Customer Indicator Box of the bag label or tray label. See example below.



 $\frac{115}{115}$ 

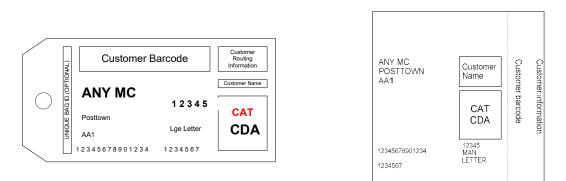


Figure 3436: Bag label for Advertising Mail Catalogue mailings:

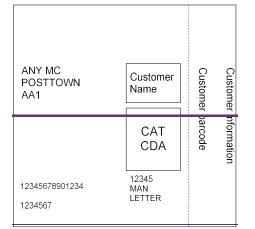


Figure 35: and Tray label for Advertising Mail Catalogue mailings:

6.2 All other labelling requirements set out at Section 5 must be followed.

## 7 Product Codes

- 7.1 You must use the Catalogue mail product codes when posting Catalogue mailings, as specified in the Royal Mail Service List which lists all Access Services and their corresponding DocketHUB and SAP codes.
- 7.2 You can access the Service List via DocketHUB in the 'Reports' section under the 'Service Status List' category.

<u>10-89723456-2\334470-572</u> **Élassified: RMG – htp:re**al

# **Appendix I: Partially Addressed Mail**

## 1 Introduction

1.1 This appendix sets out the specification requirements you must adhere to when posting Mailing Items using the Partially Addressed Mail Service, in addition to the requirements you must comply with as set out in Schedule 4, Part 1: Royal Mail Partially Addressed Mail.

## 2 Qualification

- 2.1 To qualify as Partially Addressed Mail you shall ensure:
  - a. that Mailing Items:
    - i. consist of a largely uniform message to all addressees of the Partially Addressed Mail Posting;
    - ii. have the purpose of promoting the sale or use of products or services, or to encourage contribution to or support of a cause;
    - iii. do not contain any personally identifiable information;
    - iv. are not addressed to a named person; and
  - b. that each Partially Addressed Posting:
    - i. contains a minimum 10,000 Mailing Items in a Posting; and
    - ii. is assigned a UCID pertaining to the Originating Customer or Customer Entity, to be used in line with this Contract. (For clarity, you may not mix Mailing Items with different mailing pack designs in Containers assigned to a single UCID). For more information about UCIDs see Section 4.5(b) of this User Guide.

#### 3 Sortation, Service Standard, Formats and processing options

3.1 The Partially Addressed Mail Service can be used with the following sortation level, <u>Service Standard</u>, Formats and processing options:

Sortation level	Access 70
Service Standard	Standard, Priority or Economy
Format	Letter or Large Letter
Processing option	Royal Mail Mailmark

## 4 Data specification

- 4.1 To qualify for Partially Addressed Mail you must ensure that all Mailing Items in each Partially Addressed Mail Posting are posted to each household in a targeted postcode except:
  - a. any household where habitants are an existing customer of the Originating Customer or Customer Entity; and
  - b. any household where a habitant has opted out from receiving such Mailing Items; and
  - c. any postcode that contains only a single household; and
  - d. any household or address that itself contains personal data (for example, where habitants' names form part of the address).
- <del>117</del>

- 4.2 As part of ensuring your compliance with the requirements set out in Paragraph 4.1 above (and without prejudice to the obligations in that Paragraph 4.1, you will:
  - a. use a version of PAF that removes any postcode that contains only a single household and any household that contains personal data;
  - maintain a documented internal procedure for suppressing customer and prospect data. You must prepare your suppression files within 30 days or less before the Mailing Item that uses the data is delivered to the recipient;
  - c. keep and maintain an internal suppression file to ensure that opt-outs are properly logged, and each Partially Addressed Mail Posting must be run against these files 30 days or less before the Mailing Item that uses the data is delivered to the recipient;
  - d. keep and maintain each suppression file for a minimum of two years from the date of its creation; and
  - e. at your option, use the MPS file to suppress the data at a household level.
- 4.3 You shall ensure that you have and maintain all rights, consents and permissions required in order to carry out such data suppression activities and any other activities required in order to ensure that you comply with the terms of this Paragraph 4.
- 4.4 The Data Opt Out, and both parties responsibilities in relation to the Data Opt Out, are explained further in Schedule 4, Part 1: Royal Mail Partially Addressed Mail.

#### 5 Partially Addressed declaration

- 5.1 You may opt to include the "declaration" message on each Mailing Item that reads, "No personal data about recipients has been used in the creation of this mailing" (the "**Declaration**").
- 5.2 If you do elect to include the Declaration, it must be positioned either:
  - a. in any location on the first page of the inner mailpiece (where applicable);
  - b. in any location on the back face of the Mailing Items; or,
  - c. on the front face of the Mailing Items (being the face of the Mailing Item with the address).
- 5.3 If the address is to be placed on the front face of the Mailing Item, the Declaration must also:
  - a. not be positioned in Mailing Item clear zones, as specified in this User Guide;
  - b. be printed using black Arial 10pt bold font with normal line spacing (or white text where a dark envelope is used) and be centre justified;
  - c. where a Return Address is also included on the front of the Mailing Item, be placed in the location shown in Figure <u>3637</u> below, or, where a Return Address is not included on the front of the Mailing Item, be placed in the location shown in Figure <u>3738</u> below:

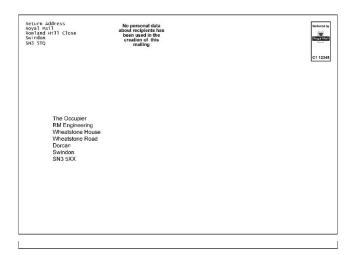


Figure <u>3637</u>: Mailing Item bearing Declaration and return address on the front

No personal data about recipients has been used in this mailing	Determent is Experiment
The Occupier RM Engineering Wheatstone House Uneatstone Road Docan Swindon SN3 5XX	
ארע כאוס	

Figure <u>3738</u>: Mailing Item bearing Declaration but no return address on the front

d. or, in the case of postcards, the Declaration may, as an alternative to Figure <u>3637</u> and Figure <u>3738</u> above, be printed linear format, in any readable font, on the vertical left edge of the Mailing Items. Figure <u>3839</u> below illustrates the two alternatives for the position of the Declaration for postcards:

Return Address Royal Mail Rowland Hill Close Swindon SN3 STQ	No personal data about recipients has bout recipients has bout the second second second creation of this mailing	Detword by
Beginne with provide the second secon		<u>[21 (269</u> ]
Ŷ		

Figure <u>3839</u>: For postcards only, the Declaration location can be placed in either of the positions shown

Effective from 25 October 2024

	<u>10-89723456-2\334470-572</u>
Ę	lassified: RMG = butereal

<del>119</del>

### 6 Samples/ Seeds of Mailing Items

- 6.1 For each Partially Addressed Posting you must provide us with a sample of the Mailing Item to be used prior to posting or include us as a seed in the Posting to verify it meets the Partially Addressed Mail specification. The sample/seed must be an exact reproduction of the Mailing Items to be posted in terms of both envelopes used and contents enclosed and must clearly include the following information:
  - a. the relevant UCID; and
  - b. unless the Data Opt Out has been exercised, the Mail Reference.
- 6.2 If you are sending us a seed/sample by post, you must send it to:

PO Box 75218 LONDON E1W 9PZ

- 6.3 Alternatively you may send a seed/sample to us in electronic format by submitting a PDF by email to <u>dsacc@royalmail.com</u> (or such other address as we may notify you of from time to time), including the following information:
  - a. email title: Partially Addressed Mail Sample for [customer name];
  - b. pdf attachment(s) to include front and back of outer and all inner content;
  - c. Date of posting;
  - d. UCID number;
  - e. SCID number; and
  - f. eManifest ID.

#### 7 Presentation

- 7.1 You must ensure that Mailing Items are presented in trays or bags that exclusively contain Partially Addressed Mail. If Mailing Items are to be presented unbagged you must meet the requirements set out in Section 4.3(e) of this User Guide, and bundles must exclusively contain Partially Addressed Mail only.
- 7.2 A Partially Addressed Mail Posting may be presented in Yorks with other UCID Postings or Consolidated Postings, as long as you use Yorks in line with this Contract.

### 8 Container labels

8.1 It is a requirement to identify the bags and trays containing Partially Addressed Mailings. You must use the abbreviation 'PARTIAL' and place it above the Customer Type in the Customer Indicator Box of the bag label or tray label. See example below:

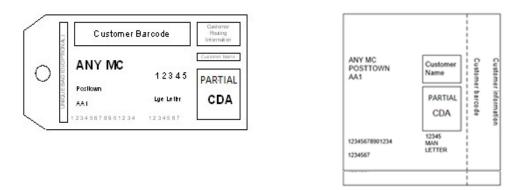


Figure 3940: Bag and Tray label examples for Partially Addressed Mail

8.2 All other labelling requirements set out at Section 5 must be followed.

#### 9 Product codes

- 9.1 You must use the Partially Addressed Mail Service product codes when posting Partially Addressed Mail, as specified in the Royal Mail Service List which lists all Access Services and their corresponding DocketHUB and SAP codes.
- 9.2 You can access the Service List via DocketHUB in the 'Reports' section under the 'Service Status List' category.

 $\frac{121}{121}$ 

# **Appendix J: Business Mail Large Letter**

## 1 Introduction

1.1 This appendix sets out the specification requirements you must adhere to when posting Mailing Items using the Business Mail Large Letter Service, in addition to the requirements you must comply with as set out in Schedule 4, Part 2: Royal Mail Business Mail Large Letter.

## 2 Qualification

- 2.1 To qualify as Business Mail Large Letters you shall ensure that Mailing Items:
  - a. have dimensions which meet the specifications for a Large Letter as set out in the User Guide;
  - b. are not Goods Fulfilment Large Letters and, for clarity, Business Mail Large Letter Permitted Items shall not constitute Goods Fulfilment Large Letters for these purposes;
  - c. do not comprise of packaging which is Prohibited Packaging.

### 3 Sortation, Service Standard, Formats and processing options

3.1 The Partially Addressed Mail Service can be used with the following sortation level, Service Standard, Formats and processing options:

Sortation level	Access 70
Service Standard	Standard or Priority
Format	Large Letter
Processing option	Royal Mail Mailmark or Manual Item

## **34** Presentation

<del>122</del>

- 3.1<u>4.2</u> You must ensure that Mailing Items are presented in trays or bags that exclusively contain Business Mail Large Letters.
- <u>3.24.3</u> Business Mail Large Letters may be presented in Yorks with other UCID Postings or Consolidated Postings, as long as you use Yorks in line with this Contract.

### 45\_Container labels

- 4.1<u>5.1</u> Each Container containing Business Mail Large Letters must be labelled by you using the labels we provide, clearly indicating that the contents are Business Mail Large Letters.
- 4.25.2 All other labelling requirements set out at Section 5 must be followed.

#### **56** Product codes

- 5.1<u>6.1</u> You must use the Business Mail Large Letter Service product codes when posting Business Mail Large Letters, as specified in the Royal Mail Service List which lists all Access Services and their corresponding DocketHUB and SAP codes.
- 5.26.2 You can access the Service List via DocketHUB in the 'Reports' section under the 'Service Status List' category.

# **Appendix K: Magazine Subscription Mail**

#### 1 Introduction

1.1 This appendix sets out the specification requirements you must adhere to when posting Mailing Items using the Magazine Subscription Mail Service, in addition to the requirements you must comply with as set out in Schedule 4, Part 3: Royal Mail Magazine Subscription Mail.

## 2 Qualification

- 2.1 To qualify as Magazine Subscription Mail you shall ensure:
  - a. that Mailing Items:
    - i. have dimensions which meet the specifications for a Large Letter as set out in this User Guide;
    - ii. comprise at least thirty per cent of editorial content. Editorial content does not include advertising material or data; or any information relating to a product or service, such as pricing information or product descriptions, which relate to either the publisher of the Title, the owner of the Title or a third party; and
    - iii. show the Title, and at least the date of issue, or the issue number on the front cover.

<del>123</del>

## **3** Registering the Title

3.1 Before you handover Magazine Subscription Mail to us you must:

- a. register each Title with us by completing the application form on the Website including, the name of the Title which is to be sent as Magazine Subscription Mail, the name of the Title's publisher and the Supply Chain ID you will use for each Mailmark Mailing; and
- b. provide us with a sample of the Title in accordance with this section below. The sample must be an exact reproduction of the Title to be posted in terms of both outers used, front covers and contents enclosed.
- 3.2 The registration form can be emailed to <u>dsacc@royalmail.com</u> and sample must be sent to the following address:

RM Sample (Magazine Subscription Mail) Royal Mail Wholesale [immediately followed by the relevant Mailmark SCID number], 2nd Floor 206 Whitechapel Rd London E1 1AA

3.3 We will confirm in writing to you whether the Title is eligible for the Magazine Subscription Service and you may commence your Magazine Subscription Mail Postings of that Title from the date of our notification.

## 4 Sortation, Formats and processing options

4.1 The Magazine Subscription Mail Service can be used with the following sortation level, Formats and processing options:

Sortation level	Access 70
Service Standard	Standard or Priority
Format	Large Letter
Processing option	For Magazine Subscription Mailing Items which are up to 10mm thickness you must use Royal Mail Mailmark (and comply with the specification requirements set out in Schedule 8, Part 1: Royal Mail Mailmark), or handover the items as Manual Items; or For Magazine Subscription Mailing Items which are more than 10mm and less than 25mm thickness you must handover the items as Manual Items.

#### 5 Presentation

5.1 You must ensure that each Container you use to hand over Magazine Subscription Mail to us under the Contract must contain only Magazine Subscription Mail of the same Title.

## 6 Container labels

- 6.1 Each Container containing Magazine Subscription Mail must be labelled by you using the labels we provide, clearly indicating that the contents are Magazine Subscription Mail.
- 6.2 All other labelling requirements set out at Section 5 of this User Guide must be followed.

<del>124</del>

#### 7 Product codes

- 7.1 You must use the Magazine Subscription Mail Service product codes when posting Magazine Subscription Mail, as specified in the Royal Mail Service List which lists all Access Services and their corresponding DocketHUB and SAP codes.
- 7.2 You can access the Service List via DocketHUB in the 'Reports' section under the 'Service Status List' category.

#### 8 Documentation

8.1 When posting using Royal Mail Mailmark, you must reference the Title name in the "Campaign Name" field of the Mailmark eManifest each time you submit a Magazine Subscription Mail Posting to us.

# Appendix L: OCR<sup>®</sup> (Discontinued)

The OCR service has been discontinued effective from 1 April 2024. Introduction

# Appendix M: Royal Mail Mailmark®

### 1 Introduction

- 1.1 Royal Mail Mailmark® is the application, through the use of software, of a 2d or 4-state barcode to each of your Mailing Items. The use of Mailmark barcode enables our automation to read each Mailing Item and, through reporting data, give you performance measurement at item and posting level.
- 1.2 Refer to Section 1 of this User Guide to find out more about the Services which Mailmark may be used with.
- 1.3 This appendix sets out physical design, Indicium, addressing, barcoding and other Royal Mail Mailmark specifications that are required when posting Mailing Items using Mailmark.
- 1.4 If you wish to use Mailmark to send poll cards, in addition to the requirements set out in this appendix, you are also required to meet the specification set out in Paragraphs 5 to 13 of Appendix P of this User Guide
- 1.5 The Mailmark specification is designed to ensure that Royal Mail Letter and Large Letter processing machines can process and read Letters and Large Letters effectively at high speed, without the need for manual or other intervention. Each specification requirement set out in this Appendix M has been assessed and is categorised as either 'Mandatory' (M), or 'Recommended High Risk' (H) or 'Recommended Low Risk (L)':
  - a. Mailing Items that fail to meet the 'Mandatory' requirements are regarded as unmachineable and are very likely to have Adjustments applied.

<del>126</del>

Effective from 25 October 2024

<u>10-89723456-2\334470-572</u> lassified: RMG = bytereal

- b. Mailing Items which fail to meet the requirements that are identified as 'Recommended High Risk' have a higher likelihood of performing poorly through our processing machines. Mailing Items that fail to meet these requirements are more likely to have Adjustments applied and may become damaged in our processing machines.
- c. Mailing Items which fail to meet the requirements that are identified as 'Recommended Low Risk', may perform poorly through our processing machines. However, the risk is lower than that posed by failure to meet the 'Recommended High Risk' specifications and there is less chance of the Mailing Items being damaged or Adjustments being applied.

### 2 Setting up with Mailmark

2.1 Sign the Royal Mail Mailmark® Schedule. Prior to the first handover of any Mailmark Mailing, you will need to sign the Royal Mail Mailmark® Schedule which details the terms and conditions under which the Mailmark option is offered. You are also required to accept the Royal Mail Mailmark Participant Terms and Conditions® (www.royalmailwholesale.com/royal-mail-mailmark) to become a Participant in a Supply Chain, and you acknowledge that before you can use the Mailmark option each of the Mail Originator, Mail Producer, Carrier and Bill Payer in your Supply Chain will need to have accepted the Participant Terms and Conditions to become a Participant.

If you are wishing to use Mailmark Direct Data, a separate contract is required. The use of Mailmark Direct Data and whether it meets your needs can be discussed with your Account Director prior to requesting this.

- 2.2 Complete the implementation activities including setting up your Participant and Supply Chain IDs. Our Mailmark team will be able to guide you through the Mailmark option implementation timeline and actions required.
- 2.3 Set up your systems. One of the benefits of Mailmark is the provision of data analysis and consignment level performance reporting. To take advantage of this information it is necessary for you to upload your Docket via DocketHUB and to also provide additional mailing data in the form of an eManifest via our Web service, the eManifest Handling System (eMHS). Failure to upload data correctly, and on time, will affect your reporting and may result in Adjustments if your Mailing Items cannot be reconciled with the required data. A test eMHS system is available for your use and access can be arranged through our Mailmark team.
- 2.4 Go through the optional accreditation. The Mailmark option offers the benefit of being able to assess the performance of your Mailing Items. There is therefore no need for an upfront accreditation check of your Mailing Item design or address, Postcode and Delivery Point Suffix (DPS) accuracy. However, if you wish any 'peace of mind' checks done on your physical Mailing Items please contact your Access Account Manager. These checks include barcode quality checks, pack design and barcode location and machine sorted letter tests. You need to be able to be able to create and apply Mailmark barcodes and you must be able to upload eManifests into eMHS. If you would like to check that you can do so successfully please contact your Account Director or the Mailmark team for support.

#### **3** Polywrapped, paperwrapped and unwrapped Mailmark Mailing Items

- 3.1 If you wish to apply a Mailmark barcode to Letter format Mailing Items that are polywrapped, unwrapped (naked) or not sealed you can do so provided that you present, declare and pay for the items as Large Letters.
- 3.2 When using an outer wrapping to contain Mailing Item contents (e.g. polywrap for Large Letters or paperwrap for Letter and Large Letters), the dimensions permitted apply to the complete Mailing Item, including the outer wrapping and the contents. (For Mailing Items sent using a non-machineable service, the dimensions and Format are measured against the of the insert if the outer can be easily folded.)

#### 4 Useful Mailmark guideline and technical documents

- 4.1 We have created a number of useful guidelines and technical documents which you will need to refer to as they will provide you with details and instructions on:
- <del>127</del>

- a. how to create your Mailmark barcode;
- b. how to ensure your systems correctly interface with the eMHS;
- c. how to create a 4-state barcode and barcode options;
- d. how to encode and decode 4-state barcodes;
- e. how to download Mailmark Direct Data;
- f. the technical specification for Mailmark Direct Data files;
- g. PDF report user guide and;
- h. Mailmark Adjustments.
- 4.2 You can find the guidelines and technical documents at <u>www.royalmailwholesale.com/royal-mail-</u> <u>mailmark</u>.

#### 5 Sortation

5.1 Mailmark must be used with the Access 70 or 48-Way Sort sortation option.

#### 6 Mailmark Barcode requirements

- 6.1 You must ensure each Mailing Item within a Mailmark Mailing:
  - a. has a Mailmark Barcode printed on it in addition to any other marks that are required for the Access 70 Mailing Item in question;
  - b. has a Mailmark Barcode printed on it in a manner and location and in accordance with the specifications, as set out in the Mailmark Letters and Large Letters specification below; <u>It is important to note that for Priority Mailing Items</u>, <u>Standard Mailing Items and Mailmark Economy</u> <u>Mailing Items respectively</u>, you are required to apply different class identifiers within the 2D and 4-state barcode formats (details can be found in the Mailmark Barcode Definition Document at www.royalmailwholesale.com/royal-mail-mailmark; and
  - c. has, added to the postcode field in the Mailmark Barcode and the eManifest, either:
    - i. the Postcode which the Mailing Item is destined for; or
    - ii. a default postcode (see Paragraph 15 (Default Postcode option) below).

#### 7 Mailmark Letters specification

7.1 You can view the full Mailmark Letters specification <u>here</u>. You will also find the One Piece and Wrap Letter Mailers specification, and Perforated Letter Mailers specification within this document.

(Note: For the avoidance of doubt the linked Mailmark Letters specification document and the figures within form part of this User Guide).

#### 8 Mailmark Large Letters Specification

8.1 You can view the full Mailmark Large Letters specification here.

(Note: For the avoidance of doubt the linked Mailmark Large Letters specification document and the figures within form part of this User Guide).

#### 9 Presentation

- 9.1 You must ensure:
  - a. Mailmark Barcode Mailing Items are presented in Containers which all contain exclusively Mailmark Mailing Items. Other than for Advertising Mail Postings, you may mix Mailing Items with different mailing pack designs in a single Container as long as they all belong to the same Service, Format and UCID (but not necessarily Batch) and as long as they appear on the same eManifest;
  - b. all Mailing Items within a Container must have the same SCID with the exception of consolidated Mailmark Mailings made up of Mailing Items originally from different Supply Chains, which may have
- <del>128</del>

different SCIDs if a Mailmark Overlay Report is provided. A Participant must provide a Mailmark Overlay Report if Mailmark Barcode Mailing Items are not posted as originally expected and are instead put through a consolidation machine to make up a new Mailmark Mailing; and

c. Advertising Mail Mailmark Barcode Mailing Items submitted as a Batch on the eManifest must only contain Mailing Items of the same pack design. For clarity, you may submit multiple Batches, provided that each Batch contains Mailing Items of the same pack design.

#### 10 Supply Chain IDs

- 10.1 A Supply Chain ID (SCID) is a unique identifier assigned to each Supply Chain.
- 10.2 You must use the correct SCID relevant to a Supply Chain. If you use an incorrect SCID then Participants from other Supply Chains may have access to your Reports and/or the wrong Bill Payer may be invoiced and if, due to your incorrect usage of the SCID, we incur any costs, expenses, demands, claims or liabilities in connection with Participants from other Supply Chains accessing your Reports and/or the wrong Bill Payer being invoiced, you agree to indemnify us for those costs, expenses, demands, claims and liabilities.

#### **11 eManifest requirements**

- 11.1 The eManifest is an electronic record of your Mailmark Mailing Items (Letters and Large Letters) posted against a non-transferrable unique SCID on each day. The data within the eManifest, together with the machine processing data validated against it, is used for reporting and the SCID represents the client, Mail Producer, Carrier and Bill Payer for that mailing.
- 11.2 An eManifest is a mandatory requirement for both 4-state barcode Mailmark Mailings Items and 2D data matrix Mailmark Mailings Items. If you do not upload an eManifest we will see those Mailing Items as we process them and may invoice the Bill Payer for them as unManifested items.
- 11.3 You must ensure for each Mailmark Mailing a Batch or multiple Batches are submitted to an eManifest via the eManifest Handling System in accordance with this Paragraph 11 and the Mailmark eMHS Implementation Guidelines accessible via our Website. In particular you must ensure:
  - a. the address data file is sorted and populated at item level with Mailmark information (Supply Chain, unique item ID, barcode data string etc) through a software solution or in-house mail producer IT systems. This creates a file which can then be uploaded into an eManifest;
  - b. you will not insert any words or terms into the free text fields in the eManifest which may appear in the resulting Reports which, in our opinion, damage or may damage our reputation or business or the reputations or businesses of any member of the Royal Mail Group or which may result in any costs, expenses, demands, claims or liability being asserted or assessed against any member of the Royal Mail Group and/or any of their respective directors, officers, employees, agents and/or representatives;
  - c. you complete the mandatory fields within the eManifest which areinclude:

#### Header:

- 1. Supply Chain ID (SCID)
- 2. Mail Originator
- 3. Date (the date of the eManifest confirmation and the handover date)
- 4. eManifest status (open, finalised, test)
- 5. eManifest ID

#### Detail:

- 1. Unique Mailing Item ID
- 2. Batch ID
- 3. Address (whilst the full address is recommended, only the postcode and DPS are required. Recipient details must not be included. NOTE: The postcode declared in the eManifest must match the postcode declared in the Mailmark Barcode, for example if you are using the Default Postcode options (see Section 6 above) then the Default Postcode must be declared in the eManifest and Mailmark Barcode))

<del>129</del>

<u>4. Class (for Priority Mailing Items, Standard Mailing Items and Mailmark Economy Mailing Items respectively, you are required to apply different class identifiers in the class field (details can be found in the Mailmark eMHS Implementation Guidelines accessible at www.royalmailwholesale.com/royal-mail-mailmark));</u>
 <u>4.5.Product attributes (format, weight etc.)</u>

4.<u>5.</u>Product attributes (format, weight etc.)

- d. only one eManifest is uploaded per SCID, per Working Day, to the eManifest Handling System by any of the Participants in the Supply Chain. For clarity, a single eManifest may declare a Mailmark Mailing made up of a single Batch or multiple Batches, or if the same Supply Chain has more than one Mailmark Mailing to be posted on the same day, the eManifest may contain multiple Mailmark Mailings provided that each Mailmark Mailing relates to the same SCID;
- e. you upload all Mailmark Mailing Items on your Posting Docket. For clarity the Posting Docket that you submit is separate and in addition to the eManifest, unless you are using eManifest Billing (see Appendix Q) in which you are not required to provide a Posting Docket. You must submit the correct eManifest ID and the correct SCID against Container on the Posting Docket using the fields provided for those purposes;
- f. each Batch has a minimum volume of 4,000 Mailing Items. It is possible to split Batches and submit more than one Batch to make use of reporting by Batch, providing each Batch contains the minimum volume of Mailing Items required;
- g. Mailmark files, with the individual items for that SCID, for a single day's handover are then uploaded to the eManifest either as a single file or in Batches. This is mandatory for any Mailmark Mailing. If data files are uploaded in Batches, amendments can be made to any Batch until the eManifest been confirmed. At the point of confirmation, no further changes to a Batch can be made;
- h. when all the Batches or single file for the SCID have been uploaded, the eManifest is submitted and confirmed. Once an eManifest is confirmed, no further changes can be made to the uploaded files;
- i. each eManifest will have a unique eManifest ID. This eManifest ID and SCID must be included in the relevant fields on the Manifest. The eManifest ID must be included on your Posting Docket or an administration charge may be applied.

#### 11.4 When you must submit your eManifest:

- a. An eManifest can be created up to 28 days prior to a handover date;
- b. The eManifest must be confirmed the day prior to the Handover Day;
- c. The deadline for confirming Network Access Item eManifests is configured to 23:30 on the submission date specified in the eManifest. At this time, any remaining open Item eManifests will be automatically confirmed and closed to further Batch submissions;
- d. The deadline for confirming Consolidator Item eManifests is configured to 05:00 on the submission date specified in the eManifest. At this time, any remaining open Item eManifests will be automatically confirmed and closed to further Batch submissions.

## 11.5 When you must hand over Mailmark Mailing Items:

a. Mailmark Mailing Items should be handed over on the day stated as the handover date on the eManifest. Please note that if Mailing Items are handed over 5 or more working days after the eManifest is confirmed the Bill Payer may be invoiced twice and may have Adjustments applied.

#### 11.6 Failure to create an eManifest:

- a. If an eManifest is not created and uploaded in accordance with this Paragraph 11, we may process your Mailing Items and apply Adjustments.
- b. Please note that without an eManifest we cannot provide reporting.

<del>130</del>

Effective from 25 October 2024

# **12** Posting Docket

12.1 You must submit the correct eManifest ID and the correct SCID against each Container on the Posting Docket using the fields provided for those purposes.

## **13** Posting performance

13.1 The performance of your Mailmark Mailing is optimised when:

- a. each Mailing Item is well designed in accordance with this Appendix M;
- b. the address and Postcode on the Mailing Item is consistent with the Postcode and DPS in the Mailmark Barcode on each Mailing Item and in the eManifest;
- c. all address, Postcode and DPS elements match the correct record held in PAF®; and
- d. all Mailing Items have been correctly sorted and presented to the relevant Mail Centre in line with the requirements set out in this User Guide.

#### 14 Mailmark Adjustment framework

14.1 This appendix and the User Guide will assist you in designing your Mailing Items to meet our machinereadable requirements. If we establish to our reasonable satisfaction that you have not complied with one or more of your obligations in Schedule 8, Part 1: Royal Mail Mailmark and the User Guide, and/or the Mailing Items in your Mailmark Mailing require manual or other intervention, we will have the right, without prejudice to our rights set out in the Contract, to take the actions set out in Section 10 of this User Guide.

#### **15** Default postcode option

15.1The default postcode allows customers to use a default postcode value of XY99 1AA in the Mailmark Barcode and eManifest. This default postcode option may be used where you are unable to identify the actual Postcode, but the Mailing Item otherwise meets the Mailmark specifications. The non-geographic postcode is recognised by Royal Mail systems so that the existing Mailmark Adjustment for incorrect postcode will not be applied. Instead a supplementary service charge will apply for all Mailing Items which exceed the 10% Postcode accuracy tolerance level (see Section 2.1 of this User Guide).

 $\frac{131}{1}$ 

# Appendix N: Royal Mail Mailmark® Economy

# 1 Introduction

1.1 This appendix sets out the specification requirements you must adhere to when posting Mailing Items using the Mailmark Economy Service, in addition to the requirements you must comply with as set out in Schedule 8, Part 2: Royal Mail Mailmark Economy.

# 2 Qualification

2.1 To qualify as Mailmark Economy Mail, you must ensure that you use Royal Mail Mailmark®, and that Mailing Items have dimensions which meet the specifications for a Letter as set out in this User Guide.

## **3** Sortation, Service, Format and processing options

3.1 The Mailmark Economy Service can be used with the following sortation, Format, processing option and Access Service options:

Sortation level	Access 70
Service Standard	Economy
Format	Letter (including postcards, provided that such postcards meet the requirements set out below)
Processing option	Royal Mail Mailmark
Access Service options	Advertising Mail Partially Addressed Mail Business Mail

3.2 You must ensure to meet the specifications and requirements of Royal Mail Mailmark and the Access Service you are declaring the Letter items as.

<del>132</del>

## 4 Postcards

4.1 If sending postcards using the Mailmark Economy Service, you must ensure that you comply with the machineable postcard specification set out in section 6 of our <u>Mailmark Letters specification</u>.

#### 5 Additional Mailmark Barcode and eManifest requirements

5.1 To use the Mailmark Economy Service you will need to change the Mailmark Barcode and eManifest to denote the Economy service as specified in our <u>Mailmark Economy Service Technical Guide</u>.

#### 67 Presentation

- 6.17.1 Each bag or tray you use to hand over Mailmark Economy Mail to us under the Contract must contain only Mailmark Economy Mail. Additionally, you must not mix Letters posted using different Access Service options, for example Advertising Mail and Business Mail, in each bag or tray. Yorks which you hand over to us may include a mix of bags and/or trays comprising Mailmark Economy Mail with bags and/or trays which do not comprise Mailmark Economy Mail.
- 6.27.2 Mailmark Economy Mail may be presented in Yorks with other UCID Postings or Consolidated Postings, as long as you use Yorks in line with this Contract.

#### 78 Container labels

- 7.18.1 Each bag and/or tray you use to hand over Mailmark Economy Mail must be labelled in accordance with normal requirements as specified in Section 5 of this User Guide. We do not require the bag and/or tray labels to indicate that the bag and/or trays contain Mailmark Economy Mail.
- 7.2<u>8.2</u> However if you require the labels to indicate the bags and/or trays contain Mailmark Economy Mail for your own operational purposes, you can choose to make such an indication within the Customer Type Indicator box of the label, as long as you continue to meet all other labelling requirements as specified in Section 5 of this User Guide.

#### 89 Product codes

- 8.19.1 You must use the Mailmark Economy Service product codes when declaring Letters using the Mailmark Economy Service, as specified in the Royal Mail Service List which lists all Access Services and their corresponding DocketHUB and SAP codes.
- 8.29.2 You can access the Service List via DocketHUB in the 'Reports' section under the 'Service Status List' category.

133

# Appendix O: Royal Mail Manual Mailmark®

## 1 Introduction

1.1 This appendix sets out the specification requirements you must adhere to when posting General Large Letters using the Manual Mailmark Service, in addition to the requirements you must comply with as set out in Schedule 8, Part 3: Royal Mail Manual Mailmark.

# 2 Qualification

- 2.1 To qualify as Manual Mailmark Mail, you must ensure that you comply with the requirements specified in Schedule 8, Part 3: Royal Mail Manual Mailmark and this Appendix O.
- 2.2 Each Manual Mailmark Mail Posting must comply with the specification requirements set out in Paragraphs 6, 9, 10 11 and 12 of Appendix M: Mailmark of this User Guide, in respect of which:
  - a. the relevant definitions in Schedule 8, Part 1: Royal Mail Mailmark and Appendix M shall apply accordingly, subject to, for the purposes of this Appendix O only:
    - i. references to 'Mailmark Mailing Items' shall be construed as references to 'Manual Mailmark Mailing Items';
    - ii. references to 'Letter' and/or 'Large Letter' formats shall be construed as references to 'General Large Letters'; and,
    - iii. Paragraph 6 of Appendix M of this User Guide shall be deemed amended to read as follows:

"You must ensure each Mailing Item within a Mailmark Mailing:

- a. has a Mailmark Barcode printed on it in addition to any other marks that are required for the Access 70 Mailing Item in question;
- *b.* has a Mailmark Barcode printed on it in a manner and location and in accordance with the specifications, as set out in the Mailmark Letters and Large Letters specification below."
- <del>134</del>

2.3 In addition to the requirements set out in this Paragraph 2, any Manual Mailmark Mail posted must comply with the posting performance optimisation requirements set out in Paragraph 13 of Appendix M of this User Guide 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 Section 10 of this User Guide.

## **3** Sortation, Service and Format

3.1 The Manual Mailmark Service can be used with the following sortation and Access Service options:

Sortation level	Access 70
Service Standard	Priority
Access Service	General Large Letters
Dimensions	Maximum 353mm x 250mm
Thickness	Maximum 25mm
Weight	Minimum 10g, Maximum 750g

#### 4 Additional Mailmark Barcode requirements

- 4.1 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.
- 4.2 However you will need to change the Mailmark Barcode to denote the Manual Mailmark Service as specified in our <u>Manual Mailmark Service Technical Guide</u>.

## 5 Presentation

5.1 The choice of Container you can use to post Manual Mailmark Mail depends on the thickness of the items:

	Bags	Trays	Sleeved Yorks
General Large Letters less than 10mm thickness	Yes	Yes	No
General Large Letters more than 10mm thickness	Yes	No	Yes

5.2 Each Container you use to hand over Manual Mailmark Mail to us under the Contract must contain only Manual Mailmark Mail.

#### 6 Container labels

6.1 Each bag and/or tray you use to hand over Manual Mailmark Mail must be labelled in accordance with normal requirements as specified in Section 5 of this User Guide.

#### 7 Product codes

7.1 You must use the Manual Mailmark Service product codes when posting Manual Mailmark Mail, as specified in the Royal Mail Service List which lists all Access Services and their corresponding DocketHUB and SAP codes.

<del>135</del>

Effective from 25 October 2024

7.2 You can access the Service List via DocketHUB in the 'Reports' section under the 'Service Status List' category.

# 8 Default postcode option

8.1 The default postcode allows customers to use a default postcode value of XY99 1AA in the Mailmark Barcode and eManifest. This default postcode option may be used where you are unable to identify the actual Postcode, but the Mailing Item otherwise meets the Manual Mailmark specifications. The non-geographic postcode is recognised by Royal Mail systems so that the existing Mailmark Adjustment for incorrect postcode will not be applied. Instead a supplementary service charge will apply for all Mailing Items which exceed the 10% Postcode accuracy tolerance level (see Section 2.1 of this User Guide).

# **Appendix P: Poll card services**

## 1 Introduction

- 1.1 Poll cards are uniquely used by local councils to notify constituents of elections. You may post poll cards as Manual Items and pay the applicable Manual Item price. Alternatively you may choose to post poll cards using one of the following services which will enable you to benefit from additional price savings:
  - a. **Royal Mail Mailmark®:** we detail an enhanced Mailmark specification for sending poll cards in Paragraph 3 of this appendix;
  - b. **Royal Mail Poll Sort:** this is a manual service for posting services where we have a delivery aim of 3 Working Days. See Paragraph 14 of this appendix for specification details.
- 1.2 You can find prices for both these Services on our Website.

## 2 Poll card dimensions

2.1 We require poll cards to meet the following specified dimensions:

Format	Container	Service	Size	Weight	Thickness	Shape
<b>Le</b> tter	Tray only	Mailmark	210mm x 150mm (plus a manufacturing tolerance of plus or minus 2mm)	Max: 20g	Min: 0.18mm	Rectangle Each corner 90° Landscape.

<del>136</del>

Poll Sort	Max: 240mm x 165mm	Max: 20g	Min: 0.25mm	Rectangle Each corner 90° Landscape.
-----------	-----------------------	-------------	----------------	---

# 3 Using Royal Mail Mailmark<sup>®</sup> to post poll cards

- 3.1 Unless otherwise specified in this Paragraph 3, the requirements set out in Appendix M: Mailmark apply to poll cards posted using Mailmark services. The requirements set out in this Paragraph 3 are mandatory for poll cards posted using Mailmark.
- 3.2 Please note:
  - a. these requirements apply to the finished mailpiece as presented to Royal Mail and take precedence over the standard Mailmark specifications;
  - b. where not otherwise specified, the physical, artwork and presentation requirements are aligned to the standard Mailmark Letter mailing requirements set out in Appendix M: Mailmark;
  - c. this section also outlines the required accreditation process.
- 3.3 Each specification requirement has been assessed and is categorised as either 'Mandatory' (M), or 'Recommended High Risk' (H) or 'Recommended Low Risk (L)':
  - a. Poll cards that fail to meet the 'Mandatory' requirements are regarded as unmachineable and are very likely to have Adjustments applied.
  - b. Poll cards which fail to meet the requirements that are identified as 'Recommended High Risk' have a higher likelihood of performing poorly through our processing machines. Poll cards that fail to meet these requirements are more likely to have Adjustments applied and may become damaged in our processing machines.
  - c. Poll cards which fail to meet the requirements that are identified as 'Recommended Low Risk', may perform poorly through our processing machines. However, the risk is lower than that posed by failure to meet the 'Recommended High Risk' specifications and there is less chance of the Poll cards being damaged or Adjustments being applied.
- 3.4 We have provided guidance footnotes that explain the risks associated with not meeting the 'Recommended' High and Low risk requirements.

# 4 Mailmark Accreditation (QA Process)

- 4.1 Customers wishing to use Mailmark to post poll cards must be successfully accredited. These options will then be added to their posting account. To receive accreditation, customers must have passed the required elements of the Royal Mail QA process, designed to monitor performance on:
  - a. Physical mailpiece design processing test;
  - b. Machine-readability;
  - c. Address management;
  - d. DPS allocation and accuracy.
- 4.2 Royal Mail have developed the QA process to check the above elements against benchmark standards. Meeting these allows customers to access discounts for machine-readability and the ability to benefit from the discounts available.
- <del>137</del>

# 5 Mailmark Poll Card Physical Design

5.1 Physical requirements for poll cards are detailed below and illustrated in Paragraph 6 below. The poll card must be produced from a sheet of paper that is cut, folded twice and adhered on all sides. This shall provide a rectangular finished mailpiece in landscape orientation that has 2/3 Ply thickness (the 3 Ply being at the bottom of the mailpiece).

	Category	Specification Requirement	M/ R
e	Shape	Rectangular or square with straight sides and 90° corners.	м
Shape	Orientation	Landscape or portrait.	м
ø	Finished Size (H x L)	210mm x 150mm (plus a manufacturing tolerance of plus or minus 2mm).	м
Size	Paper Sheet Thickness	Greater than or equal to 0.18mm	м
	Flexibility	Each Letter must be capable of being transported around a pulley with a radius of 140mm with a max force of 26N.	м
	Material	Poll cards must be made from matt or silk finish paper only (matt preferred).	м
Construction		<ul> <li>A permanent and continuous adhesive seal of 15mm width is required on 3 sides of the poll card -as illustrated in Figure 4041 and Figure 4243.</li> <li>The adhesive must go to the edge of the mail piece.</li> </ul>	м
Const	Sealing	<ul> <li>The adhesive must be no more than 80 microns thick.</li> </ul>	м
Design & (		<ul> <li>The glue must not seep onto the outside of the mail piece and must not produce protruding mounds on the mail piece.</li> </ul>	м
		<ul> <li>The glue must not be brittle or designed to be easily broken.</li> </ul>	м
ard		• The peak peel adhesion strength of the glue must be at least 0.4N.	м
Poll Card		<ul> <li>The cure time for the glue must be sufficient to ensure that it has fully cured prior to posting <sup>1</sup>.</li> </ul>	м
	Paper Weight	Minimum - 70gsm	м
	Opacity	The paper used should be at least 85 % opaque (BS ISO 2471 - Paper and board. Determination of opacity).	H <sup>2</sup>

Category		Specification Requirement	M/ R
ign &	Absorbency	The paper used should have an absorbency of 15–35 gsm of water in 1 minute (BS EN 20535 - Paper and board. Determination of water absorptiveness.).	H 3
l Desig	Porosity	The paper used should have a porosity value of less than 700ml per minute (BS 6538-2 - Air permeance of paper and board.)	L 4
ard		One of the following 2 design options must be used:	м
Poll Card	Construction	<ol> <li>The 3-ply paper must be cut finished so all three layers form a single bottom (reference) edge as illustrated in Figure 4041. i.e. the edge consists of 3 layers of paper and 2 layers of adhesive as illustrated in Figure 4142. The finished cut edge must look as if it is a single edge; OR</li> </ol>	

<del>138</del>

Effective from 25 October 2024

	2. The paper must be folded such that the first fold creates an internal flap that is 66mm deep (a manufacturing tolerance of plus or minus 2mm is permitted). The second fold must form another flap that covers the internal flap and ends 1mm short of the _bottom (reference) edge. This is illustrated in Figure $4142$ and Figure $434$ .	
	The poll card must be flat and not curled when presented to us.	м
Presentation	<ul> <li>Poll cards may be placed in trays with the indicia uppermost and with the PPI facing the tray label (so that the heavier base is on the bottom).</li> </ul>	H ⁵

The helps to ensure that the cards do not stick together.

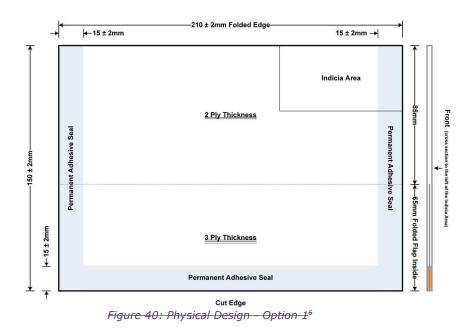
<sup>2</sup> This facilitates Mailmark, address, and Indicia reading.

<sup>3</sup> This facilitates the application of codes and artwork to the Letter (i.e. the ink soaks in and does not rub off).

<sup>4</sup> This facilitates the singulation of the mail at machine infeed (i.e. fewer double fed Letters and missorts).

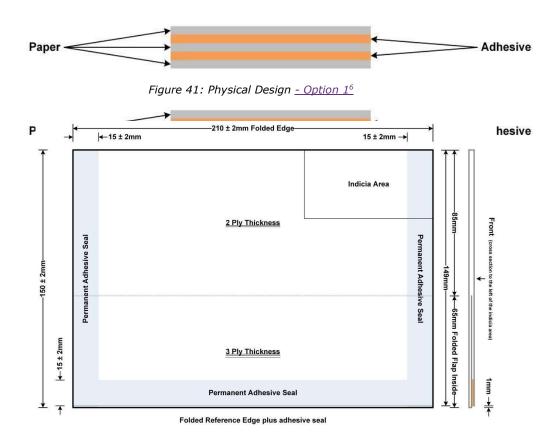
<sup>5</sup> This reduced the potential for the cards to curl.

# 6 Mailmark Poll Card - Physical Design Figures

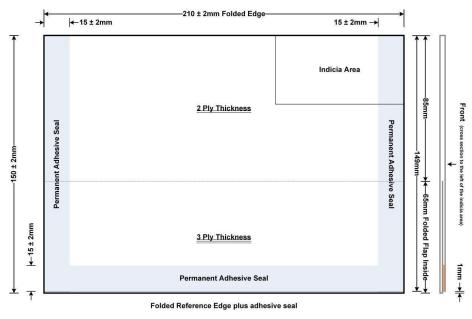


<del>139</del>

1



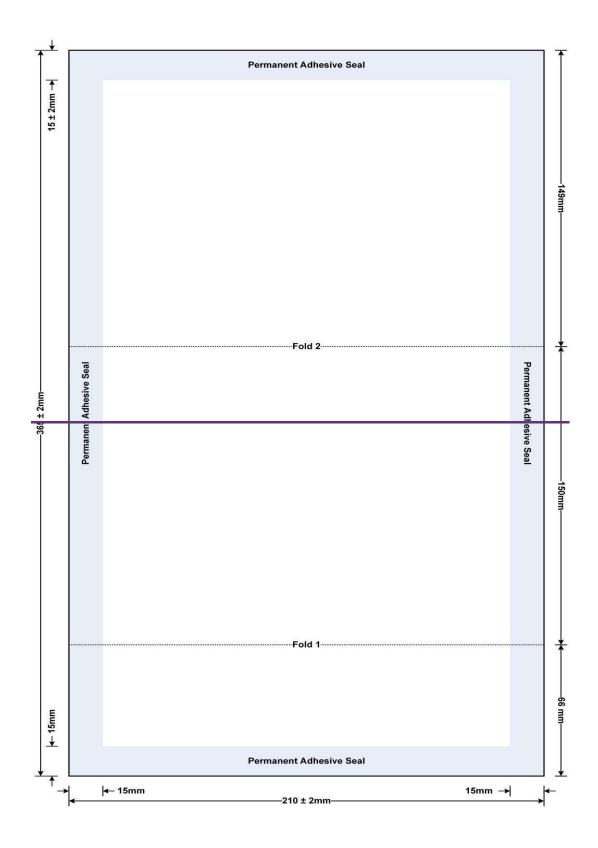
#### Figure 42: Physical Design - Cut Edge





140

<sup>6</sup>The dotted line marks the point where the card thickness varies.



<del>142</del>

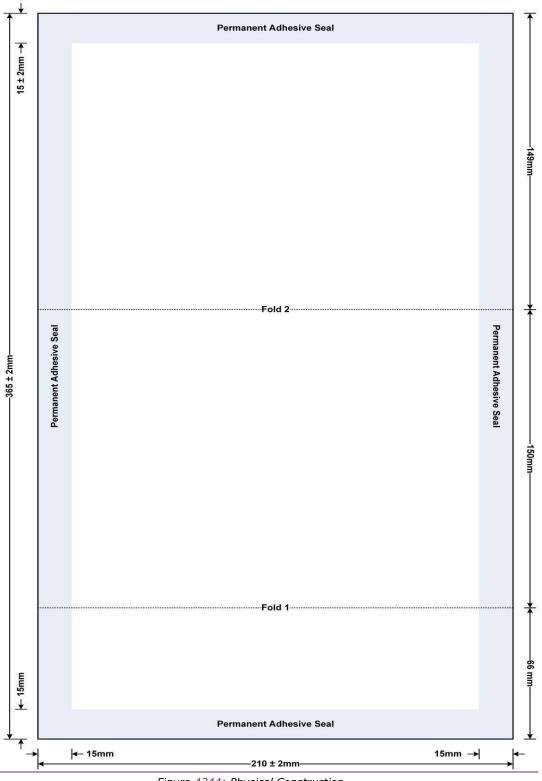


Figure 4344: Physical Construction

<del>143</del>

# 7 Mailmark Poll Card General Layout – Indicium

7.1 Only standard approved indicia designs may be used. Stamp-Like Indicia and Digital Indicia must not be used on poll cards. Indicia requirements are the same as those for Letters (see Section 3 of the User Guide).

## 8 Mailmark Poll Card General Layout – Artwork

- 8.1 Two design variants are provided for poll cards posted using Mailmark. They enable some flexibility in the location of the voting information. The Indicia and Delivery Address block must be printed on the front of the poll card together with either the polling station information or return address.
- 8.2 The red text in the dimensional front and back layout drawings indicates the variable text fields. The black areas are fixed text.

#### 8.3 Front Artwork:

- a. The design requirements for the front of the Mailmark poll card are summarised below and illustrated in Figure 4445.
- b. In this section, mandatory requirements ensure that sufficient address content is provided to enable Royal Mail to optimise the effective sortation of the mail, whilst recommended requirements provide some design flexibility where this is not detrimental to processing performance.

	Category	Specification Requirement	M/R
	General	Only the poll card information boxes, Indicia, Mailmark and Delivery Address block shall be printed on the front of the mailer as illustrated in Figure 4445.	М
		The top left corner provides a field for either:	м
	Delline	<ul> <li>Option 1 - the polling station address prefixed by the words 'Your polling station will be'; OR</li> </ul>	
	Polling Station / Return	<ul> <li>Option 2 - the return address prefixed by the words 'Return Address'.</li> </ul>	]
	Address	<ul> <li>Standard Mailmark requirements regarding return address punctuation, text formatting, printing and background, and clear zones apply to the polling station /</li> <li>return address.</li> </ul>	М
ž		<ul> <li>The polling station / return address must be printed in Letter Gothic 12pt font.</li> </ul>	М
Poll Card Front Artwork	Indicia	The Indicia together with its required clear zone must be located in the 75mm (103mm where PPI designs 3 or 4 are used) x 40mm plus or minus 2mm Indicia area in the top right corner of the mailer.	М
rd Fron		A variable 'Poll Card Box' defines the election type and the purpose of the card in up to 3 lines of text. The content of the box may be modified subject to the requirements below:	
	Poll Card	<ul> <li>The text must be printed centre justified and must not be shaped like a Delivery Address block.</li> </ul>	М
Po	Box	<ul> <li>This should be 103mm long, 30mm high, be inset by 2mm from the left edge and must not extend into the area 40mm from the top edge.</li> </ul>	н
		<ul> <li>It is recommended that the text is printed in white on a black background and using following fonts:         <ul> <li>Line 1 (variable text) – Arial Black 14pt Title Case</li> <li>Line 2 (Poll Card) – Arial Black 22pt Capitals</li> <li>Line 3 (Voting Details) – Arial Black 14pt Normal case</li> </ul> </li> </ul>	н

	A variable 'Candidate Information or Polling Day Information Box' defines the election type and the purpose of the card in 3 or 4 lines of text. The content of the box may be modified subject to the requirements below.	
	The box must not extend into the indicia area.	М
Polling Day /	<ul> <li>The text must be printed centre justified and must not be shaped like a Delivery Address block.</li> </ul>	м
Informati on Box	<ul> <li>The box should be 103mm long, 30mm high, and be inset by 2mm from the right edge.</li> </ul>	
	<ul> <li>The content options are as follows:</li> <li>Option 1 - Polling Day OR</li> <li>Option 2 - Candidate reference information</li> </ul>	
	<ul> <li>It is recommended that the text is printed in white on a black background and using Arial Black 14pt Normal case font.</li> </ul>	
Delivery	<ul> <li>The Delivery Address block must be printed beneath the poll day and Information boxes in an area 57mm high and 95mm long and be inset by 15mm from the left and right edges, and 18mm from the bottom edge.</li> </ul>	М
Address	The standard Tag Codemark clear zone must be observed.	М
Block	• Standard Mailmark address content and formatting requirements apply.	м
	<ul> <li>Voter registration references may be included as Mailer Defined Information above the Delivery Address.</li> </ul>	
	• The use of a Non-Proportionally Spaced is highly recommended.	
	• The use of a 12pt Font is highly recommended.	ĺ

c. The layout of the front of the poll card is illustrated below:

<ul> <li>'Polling Station' (Option 1) or</li> <li>'Return Address' (Option 2) Area</li> </ul>	Indica Area
'Poll Card Box' - Defines the election type and the purpose of the card	Polling Day Information Box
Delivery Address & Mailmark Area	ներիկեցներիներիներիներիների

Figure 44<u>45</u>: Poll Card Layout – Front

Effective from 25 October 2024

<del>145</del>

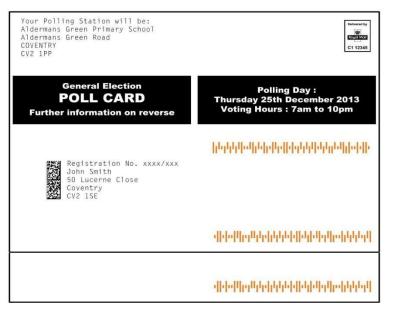
1

#### 8.4 Back Artwork:

a. The back of the poll card provides the required voting information with variable content being included for date, time, address, and content information that is not printed on the front of the mailpiece. The back designs for the 2 options are illustrated in Figures 48 and 52.49 and 53.

Category		Specification Requirement	M/R			
rd Back Artwork		The top left corner provides a field for either:	М			
	Delling	<ul> <li>Option 1 - the polling station address prefixed by the words 'Your Polling station will be' OR</li> </ul>				
	Polling Station / Return	<ul> <li>o Option 2 - the return address prefixed by the words 'Return Address'.</li> <li>Standard Mailmark requirements regarding return address punctuation, text formatting, printing and background, and clear</li> </ul>				
	Address		s regarding return address <b>M</b> nting and background, and clear			
Ca		<ul> <li>The polling station / return address must be printed in Letter Gothic 12pt font.</li> </ul>	м			
Poll						
	Other Content	<ul> <li>It is recommended that Arial font is used for the other content on the back of the poll card.</li> </ul>	L			

# 9 Mailmark Poll Card – Artwork Figures



1 Artwork – Wholesale

Figure 4546: Option

English Front

Effective from 25 October 2024

146

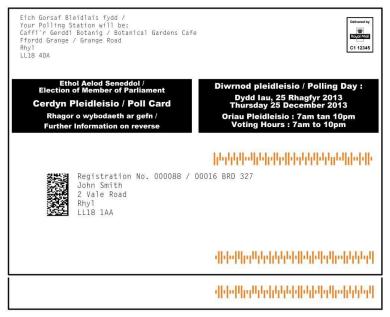


Figure 4647: Option 1 Artwork – Wholesale Welsh Front

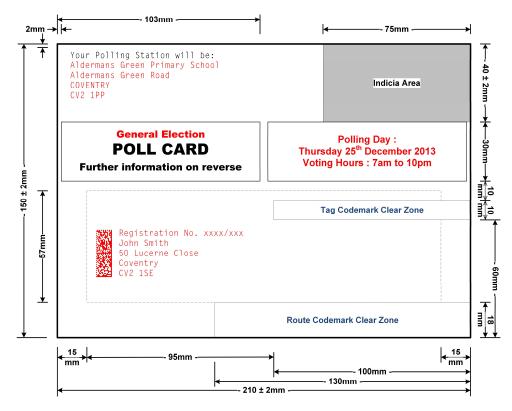


Figure 4748: Option 1 Dimensions - Wholesale Front<sup>8</sup>

<sup>8</sup> The red text in the drawings indicates the variable text fields. The black areas are fixed text.

Return Address Local Returning Officer Election Services	If you will be away or cannot go to the polling station on Thursday 25 <sup>th</sup> December 2013 you can:		
Coventry CV1 SCR	<ul> <li>Apply to vote by post. The deadline for completed applications is 5pm on Wednesday 10<sup>th</sup> December 2013. We will send out postal votes about 7-10 days before the election. If you are given a postal vote, you will not be able to vote in person at this election.</li> </ul>		
	<ul> <li>Apply to vote by proxy (this means someone else</li> </ul>		
<ul> <li>How to vote:</li> <li>1. At a polling station, go to the desk and tell the staff your name and address. They will give you your ballot papers.</li> <li>2. Go to one of the voting booths.</li> <li>3. Read the instructions in the booth and mark your</li> </ul>	can vote on your behalf) the deadline for complete		
<ul> <li>ballot papers.</li> <li>Fold the ballot paper(s) and put them in the box(es).</li> </ul>	If you have a medical emergency after 5pm on Wednesday 10 <sup>th</sup> December 2013. If you become ill and cannot go to the polling station,		
If you need help, just ask the staff.	you can apply to vote by emergency proxy. This means that someone else can vote on your behalf. The deadline for completed applications is 5pm on Thursday		
If you need help contact us	25th December 2013. To find out how to apply, phone the helpline straight away.		
Helpline number: XXXXX XXXXXXX	For information on candidates standing in your area		
Email: xxxxxx@xxxxx.gov.uk www.xxxxxxx.gov.uk	go to www.choosemymp.org.uk or 🕿 0800 123 4567		
11111.000000000.801.90	400/		

Figure 4849: Option 1 Artwork – Back<sup>8</sup>



Figure 4950: Option 2 Artwork – Wholesale English Front

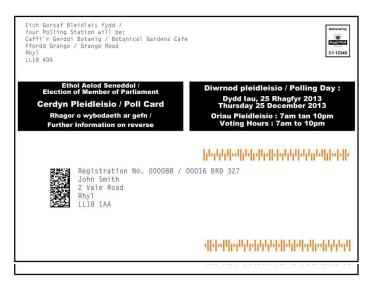
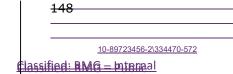


Figure 5051: Option 2 Artwork – Wholesale Welsh Front



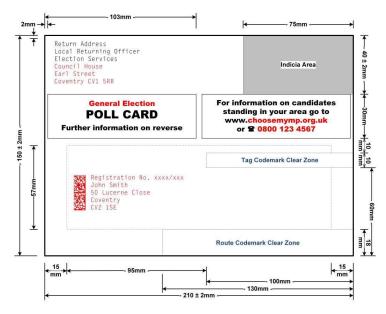


Figure 5152: Option 2 Dimensions – Wholesale Front

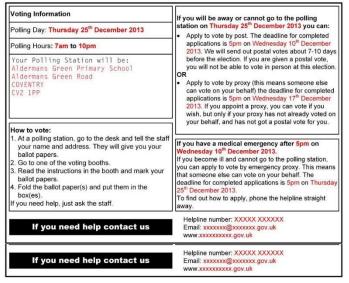


Figure 5253: Option 2 Artwork - Back

## 10 Mailmark Poll Card – Mailmark Barcode requirements

- 10.1 Mailmark 2D Code formats or 4-State Barcode L are acceptable for poll card postings. The Mailmark Barcode requirements for poll cards are the same as those for Letters (see Appendix M: Mailmark).
- 10.2 The Mailmark Barcode content for poll cards is illustrated below, with the field length being included in (brackets):

<u>10-89723456-2\334470-572</u> Elassified: RMG = ptp:real

#### 2D Barcode Content:

UPU Country Id. (4)	Info Type Id. (1)	Version Id. (1)	Class (1)	Supply Chain Id. (7)	Item ID (8)	Destination Postcode (9)	RTS Service Type (1)	RTS Postcode (7)	Reserved (6)
JGB (space after the `B')	P – Poll Cards	1	1 or 2	nnnnnn	nnnnnn n	Standard Postcode format (inc. delivery point)	n	Std Postcode format (No. delivery point)	(6 Spaces)

4-State Barcode L Content:

Format (1)	Version (1)	Class (1)	Supply Chain Id. (6)	ltem ID (8)	Destinatio n PC (9)
1	1	1 or 2	nnnnn	nnnnnnn	Std Postcode format (inc. delivery point)

## 11 Mailmark Poll Card - eManifest requirements

11.1 When posting Mailmark poll card items, the eManifest must include Information Type ID value 'P' (Poll Cards) rather than the typical value '0' (Bulk Mail).

#### 12 Mailmark Poll Cards - Postal voting mailer artwork

12.1 This paragraph illustrates the artwork requirements for postal voting cards. Physical, Indicia, formatting, and Mailmark requirements for postal voting cards are the same as those for other poll cards as set out above.

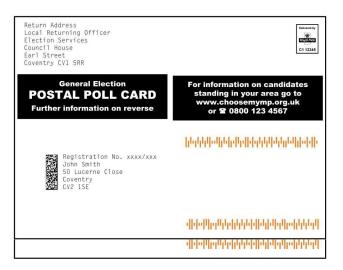


Figure 5354 – Postal Voting Artwork – Wholesale English Front

Effective from 25 October 2024

<del>150</del>

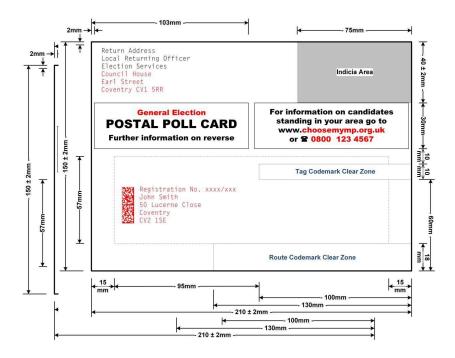


Figure <u>5455</u> – Postal Voting Dimensions - Wholesale English Front

You will receive a postal vote for this election because you have asked to vote by post. You will not be able to vote at a polling station. We will send your postal vote around: Monday 15 <sup>th</sup> December 2013, addressed to John Smith 50 Lucerne Close COVENTRY CV2 1SE	<ul> <li>How to vote:</li> <li>1. When you receive your postal vote, read the instructions carefully.</li> <li>2. Your postal vote includes your ballet paper and postal voting statement.</li> <li>3. Complete all of these and return straight away.</li> <li>4. We need to get your postal vote by 10pm on Thursday 25<sup>th</sup> December 2013.</li> <li>If you need help to vote, you can ask someone you know, or you can get independent help by calling our helpline.</li> </ul>
If you have not received your postal vote by: Wednesday 17 <sup>th</sup> December 2013 ☎ 0800 0800 1234567	If you lose your postal vote, make a mistake, please call the helpline straight away. We can only issue a replacement postal vote before 5pm on Wednesday 15 <sup>th</sup> December 2013. If you would rather vote in person, or ask someone else to vote on your behalf, you must cancel your postal vote before 5pm on Wednesday 15 <sup>th</sup> December 2013.
If you need help contact us Helpline number: XXXXX XXXXXX Email: xxxxxx@xxxxxxxx,gov.uk www.xxxxxxxxxx,gov.uk	

<u>10-89723456-2\334470-572</u> **¢lassified: RMG = Þitsre**al

You will receive a postal vote for this election because you have asked to vote by post. You will not be able to vote at a polling station. We will send your postal vote around: Monday 15 <sup>th</sup> December 2013, addressed to John Smith 50 Lucerne Close COVENTRY CV2 1SE	How to vote:           1. When you receive your postal vote, read the instructions carefully.           2. Your postal vote includes your ballet paper and postal voting statement.           3. Complete all of these and return straight away.           4. We need to get your postal vote by 10pm on Thursday 25 <sup>th</sup> December 2013.           If you need help to vote, you can ask someone you know, or you can get independent help by calling our helpline.	
If you have not received your postal vote by: Wednesday 17 <sup>th</sup> December 2013 ☎ 0800 0800 1234567	If you lose your postal vote, make a mistake, please call the helpline straight away. We can only issue a replacement postal vote before 5pm on Wednesday 15 <sup>th</sup> December 2013. If you would rather vote in person, or ask someone else to vote on your behalf, you must cancel your postal vote before 5pm on Wednesday 15 <sup>th</sup> December 2013.	
If you need help contact us         Helpline number: XXXXX XXXXXX Email: xxxxxxxxxxx gov.uk		

Figure <u>5556</u> – Postal Voting Artwork – Back

# 13 Mailmark Poll Cards - Welsh language

13.1 Bi-lingual English / Welsh content may be included within the Poll Card design in line with the following additional requirements:

Category		Specification Requirement	M/ R
sh	Polling Station / Return Address	The Polling Station / return address may be printed in English or Welsh (where provided in PAF). The inclusion of return addresses printed in both English and Welsh is not permitted.	Μ
Welsh	Delivery Address Block	It may be wholly printed in English, or wholly in Welsh where a Welsh address is provided in PAF. The inclusion of addresses printed in a combination of English and Welsh is not permitted.	М

## 14 Royal Mail Poll Sort

- 14.1 Royal Mail Poll Sort is a manual service for the posting of poll cards only ("**Poll Sort**"). We aim to deliver within 3 working days. Unless otherwise stated in Paragraphs 14 to 18 of this appendix, the standard presentation requirements for Letters apply, as specified in the Contract and this User Guide.
- 14.2 The requirements set out in this Paragraph 14 are mandatory for poll cards posted under Poll Sort. If they contradict any of the specification requirements as set out elsewhere in the Contract and this User Guide, the poll card requirements, for non-machineable Mailmark poll cards, set out in this Paragraph 14 take precedence.

## **15 Sortation**

15.1 Under poll sort, you must sort poll cards to approximately 60,000 selections using the specified Election Sort Selection File as contained within the Access Selection Files. You must use the current version of the Access Selection Files.

## **16 Forecasting**

16.1 When presenting Poll Sort you must follow the KNP process as defined in Appendix B: Key National Posting (KNP).

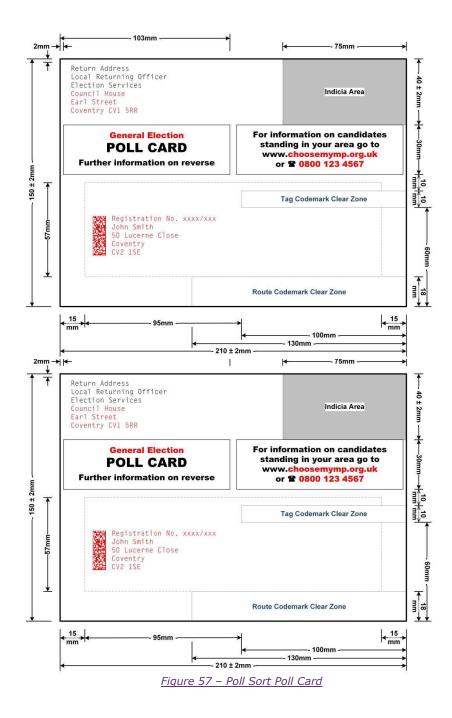
<del>152</del>

Effective from 25 October 2024

# **17** Presentation

(	Category	Specification Requirement	M/ R
	Shape	Rectangular or square with straight sides and 900 corners.	М
	Orientation	Landscape or portrait.	Μ
Shape	Finished Size (H x L)	240mm x 165mm.	М
Size & Sh	Paper Sheet Thickness	Min: 0.25mm no thicker than 5mm.	м
Si	Weight	Max 20g.	м
	Indicia	<ul> <li>Each item must clearly show the Indicia and the wording 'Delivered by Royal Mail'.</li> <li>This must be printed in the top right hand corner of the front face of the items in either 12 or 14 point font size.</li> </ul>	м
Ę	Addressing	a. Items must be 100% fully addressed and post coded.	м
atio	Bundling	b. Items in a bundle must be facing same way and facing up.	м
Physical presentation		c. Items for a single delivery walk must be bundled separately, labelled according to walk name, and must not contain anything other than poll cards.	
Physica		<ul><li>d. Bundles must be banded using elastic or paper bands.</li><li>e. Maximum 100 items in each bundle.</li><li>f. Bundles with less than 10 items must be single banded.</li></ul>	
	Container	<ul> <li>Poll cards must be handed over to RM in Trays only</li> <li>Each Tray may contain multiple walks.</li> <li>Trays must be clearly labelled detailing the Delivery Office name.</li> </ul>	м

17.1 The following presentational requirements are mandatory for poll cards sent using the Poll Sort service:



# 18 Labelling

18.1 Standard Manual Item White labelling requirements apply with the addition of the following:

- a. use a bundle label that identifies an individual walk;
- b. Tray labels and York cards must clearly be identified as poll sort. Examples of labels are shown below in Figures  $\frac{5658}{5961}$ .

<u>10-89723456-2\334470-572</u> **Élassified: RMG – htp:re**al

Product name	> POLLSC	DRT
Inward Mail Centre being accessed	> Inward Ma	il Centre
	Chelms	ford
Delivery Office name (from Poll Sort selection	Delivery Offi	ice name
file)	> Maldo	n
	Walk name	Walk code
Walk name & Walk code (from Poll Sort selection –	-> High Street	> 12345678
file) —	Volum	ne
	> 100	
No. items in the bundle		
No. items in the bundle		

*Figure 5658: Poll Sort bundle label* 

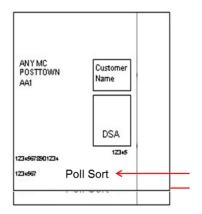


Figure <u>5759</u>: Poll Sort tray label

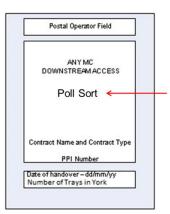
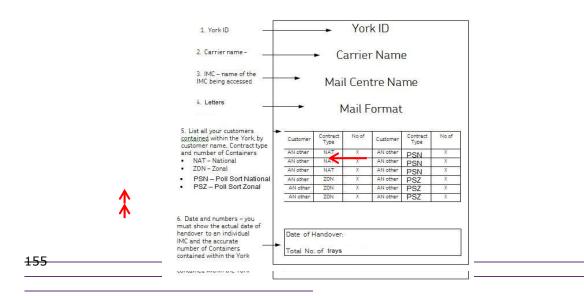


Figure <u>5860</u>: Poll Sort York card (standard)



10-89723456-2\334470-572

<u> ¢lassified: RMG – buterreal</u>

Figure <u>5961</u>: Segregation by Format Poll Sort York card

# **Appendix Q: eManifest Billing**

# 1 Introduction

- 1.1 This appendix sets out the eManifest Billing Specification you must adhere to when using eManifest Billing, in addition to the requirements you must comply with as set out in Schedule 8, Part 4: eManifest Billing of the Contract.
- 1.2 Schedule 8, Part 4: eManifest Billing sets out the eligibility requirements if you want to use eManifest Billing.

# 2 System and procedural changes

2.1 If you are using eManifest Billing, instead of uploading a Posting Docket and Exceptions to DocketHUB, you will need to provide the handover documentation set out in Paragraph 3 below. Therefore you need to make the necessary changes to your software to enable the upload of each of the Vehicle Manifest and eManifest with the information we require.

## **3** Documentation

- 3.1 You are no longer required to supply a Posting Docket in respect of each Posting via DocketHUB. Instead you must:
  - a. upload a Vehicle Manifest to DocketHUB by 08:00 on the day of handover of your Mailing Items; and
  - b. ensure your driver hands over two hard copies of the Summary Vehicle Manifest to us upon arrival at the Inward Mail Centre in accordance with Paragraph 3.3 below.

## 3.2 Submitting an eManifest:

- a. You must continue to upload an eManifest to the EHMS system in accordance Appendix M.
- b. You must include container IDs in spare field 10 and ensure that the weight field is accurately populated in the eManifest.

#### 3.3 **Providing Vehicle Declarations and Vehicle Manifests:**

- a. By 08:00 on each Working day, you shall accurately make a Vehicle Declaration. If you fail to provide, or provide us with an inaccurate Vehicle Declaration, we may not be able to accept your vehicle(s). If it is operationally practical for us to do so, we shall accept the vehicle(s) but we reserve the right to charge you an administrative charge.
- b. For each Handover Day, you must give us a Vehicle Manifest by 08:00.

<del>156</del>

- c. Each vehicle must bear a unique vehicle identifier that correlates to the Vehicle Manifest specific to that vehicle and which must be visible and legible to us on arrival at the Inward Mail Centre. Any such vehicle identification methodology that does not use vehicle registration number plates must be agreed in writing by us prior to use.
- d. If you do not supply a Vehicle Manifest in line with this Appendix, you must inform DSACC immediately. We shall refuse access to any vehicle that arrives at an Inward Mail Centre without having notified us in advance of its consignment by submitting a Vehicle Manifest.
- e. If you have uploaded a Vehicle Manifest but the vehicle fails to arrive during the Access Slot, you must inform DSACC immediately. DSACC shall decide whether the vehicle will be cancelled or may have later access to the Inward Mail Centre. If the vehicle is cancelled, you must confirm to us the identity of the vehicle to be cancelled so that the correct Vehicle Manifest is cancelled.
- f. When a vehicle arrives at an Inward Mail Centre, your driver must carry two copies of a Summary Vehicle Manifest. The Summary Vehicle Manifest shall be used in place of the "Summary Manifest" referred to in Section 6.2(b) of the User Guide and the waybill as referred to in Section 6.5(a) of the 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.
- g. After the Mailing Items have been unloaded from a vehicle, if we identify that the number of Yorks is not consistent with the number stated on the Vehicle Manifest, or that the Yorks are not labelled in line with the User Guide, we shall not process the Mailing Items until you have remedied the discrepancy. If you cannot do this, we may refuse the Mailing Items of that vehicle and you shall reload the Mailing Items onto your vehicle and remove them from the relevant Inward Mail Centre. We may require you to pay an administrative charge in these circumstances.
- h. 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.

#### 3.4 No requirement for an Exceptions report

- a. You will no longer be required to upload an Exceptions report.
- b. Once you have uploaded an eManifest, you must hand over your Mailing Items associated with that eManifest within 5 days of it being uploaded. If, after uploading the eManifest, you identify containers which you are not going to hand over within such 5 day period, you must inform DSACC.

#### 4 Invoice generation

- 4.1 We will generate an invoice directly from the eManifest which you upload. The invoice will reflect the outcome of any Revenue Protection we have completed on the Mailing Items.
- 4.2 We will continue to provide invoices to you on a weekly basis, but we will also provide you with a daily auto billing report. This report will show you the Mailing Items that we will invoice in accordance with Paragraph 4(a) above.

#### 5 Client Report

5.1 We will continue to issue to you a daily Client Report. However the Client Report shall contain only the same data as the eManifest.

# Appendix R: Machinable Items (Discontinued)

The Machinable Items option has been discontinued effective from 1 April 2024.

<del>158</del>

# **Appendix S: Trunking Services**

# 1 Introduction

1.1 This appendix sets out the specification requirements you must adhere to when using a Trunking Service and participating in a Trunking Scheme, in addition to the requirements you must comply with as set out in Schedule 4, Part 4: Trunking Services of the Contract.

# 2 Trunking Scheme Particulars

2.1 We shall publish potential and live Trunking Schemes on our Website in the following format:

#### Trunking Scheme name: [Insert Details]

Trunking Scheme Start Date:	[Insert Date] (or as otherwise agreed by us and the Carriers)
Trunking Scheme Period	12 months after the Trunking Scheme Start Date
Handover Inward Mail Centre:	[Insert IMC]
Handover Time:	[Insert Time]
Destination Postcode Areas:	[Insert Postcode Areas]
Destination Inward Mail Centre:	[Insert IMC]
Access Window:	[Insert Time] to [Insert Time] on any Working Day
Carrier Combined York Allocation	[Insert Yorks]
Your York Allocation	[Insert Yorks]
Trunking Fee:	[Insert Fee]

# 3 Presentation

- 3.1 For each Trunking Scheme, for the duration of the specified Trunking Scheme Period, provisions of the Contract that require you to hand over Mailing Items to the Inward Mail Centre that bears Postcodes served by that particular Inward Mail Centre shall for the purposes of Mailing Items for the Destination Postcode Areas be read as references to the Handover Inward Mail Centre. For the avoidance of doubt, where you have elected to participate in a Trunking Scheme, you may only use the Handover Inward Mail Centre to hand over Mailing Items for the Destination Postcode Areas and you shall not be permitted to hand over such Mailing Items at the original Inward Mail Centre.
- 3.2 Mailing Items presented at the Handover Inward Mail Centre as part of a Trunking Scheme must be unloaded from your vehicle(s) and handed over to us at Handover Inward Mail Centre in Yorks by the Handover Time on each Working Day.
- 3.3 If you present any Mailing Items after the Handover Time, we may (at our sole discretion) either:
  - a. reject all those Mailing Items presented after the Handover Time; or
  - b. accept either some or all of those Mailing Items presented after the Handover Time. In these circumstances, we shall use our reasonable endeavours to deliver such Mailing Items in accordance with the Contract and Schedule 4, Part 4: Trunking Services, but we shall not be in breach of the Contract or Schedule 4, Part 4: Trunking Services if we fail to meet any service standardService Standard in relation to such Mailing Items.

<del>159</del>

- 3.4 Each York must only contain Mailing Items for the Destination Postcode Areas. We will carry out any checks of the Mailing Items under Clause 3.3(a) of the Contract at the Handover Inward Mail Centre. If we find missorted Mailing Items during the processing of the Mailing Items at the Handover Inward Mail Centre, we will process the missorted Mailing Items and correct the Postage by amending the Posting Docket to reflect that the relevant Mailing Items will be charged at the prevailing 'Missorts Processed' rate, or in the case of Mailmark items, at the 'Missorts' charge, as published on our Website. There will be no option for you to collect the missorted Mailing Items.
- 3.5 Each York you use to hand over Mailing Items for the Destination Postcode Areas must display a York card which clearly and visibly shows the Destination Inward Mail Centre as the destination office in the format as specified in Section 6.5(b) of this User Guide.
- 3.6 You must segregate Yorks containing Mailing Items for the Destination Postcode Areas from Yorks containing Mailing Items for other Postcode Areas. You must load all Yorks containing Mailing Items for the Destination Postcode Areas onto one vehicle and at the rear of that vehicle. This will facilitate an efficient process for cross-docking the Yorks to our vehicles Scheduled for transportation to the Destination Inward Mail Centre. In the event that you have not complied with this Paragraph 3.5 we may treat the relevant Posting as non-compliant and refuse the handover of the same.

#### 4 Documentation

- 4.1 You must inform us by 06:30 each Working Day of the number of Yorks that you will present to us that Working Day.
- 4.2 You must present your Manifest and waybill documentation for Mailing Items for the Destination Postcode Areas upon arrival at the Handover Inward Mail Centre.

#### 5 Handover

- 5.1 The Access Window you will be required to handover Mailing Items under a Trunking Scheme will be as specified in the relevant Trunking Scheme Particulars.
- 5.2 If you have not already booked an Access Slot during the Access Window stated in the Trunking Scheme Particulars, you must book an Access Slot at least two weeks before the date of handover of Mailing Items for the Destination Postcode Areas.
- 5.3 For the avoidance of doubt, Your York Allocation applies to each individual Posting and failure to utilise your maximum York Allocation on any given Posting does not require us to carry Yorks in excess of Your York Allocation on any other Posting.
- 5.4 For the purposes of meeting handover obligations stated elsewhere in this Contract, Mailing Items for the Destination Postcode Areas which are presented to a Handover Inward Mail Centre as part of a Trunking Scheme are considered to have been handed over at the Destination Inward Mail Centre and therefore:
  - a. will contribute towards the minimum posting requirements for the Destination Inward Mail Centre in Clause 3.3(a) of the Contract; and
  - b. at the Handover Inward Mail Centre, those Mailing Items will not contribute towards the requirement under Section 8.1(c) of this User Guide for you to ensure 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.
- 5.5 It is acknowledged that when you handover mail for a Destination Mail Centre at a Handover Mail Centre you will also have mail for the Handover Mail Centre on your vehicle. Where the Handover Mail Centre is a mandatory Acceptance by Vehicle Mail Centre and you are a signatory of the Acceptance by Vehicle schedule you agree to ensure that at least 50% of the Handover Mail Centre mailing items are handed over during the pre-10:00 slot.

160

# **Appendix T: Do Not Redirect Letters**

# 1 Do Not Redirect Letters

- 1.1 This appendix provides the Do Not Redirect (DNR) design requirements for Business Letter products (including Mailmark). The Do Not Redirect service is provided for use by local authorities when posting correspondence regarding Housing Benefit and Council Tax Benefit. It is not intended or permitted for any other type of mailing.
- 1.2 The appendix provides the Letter design specification for the DNR chevrons, mark and text. The aim being to make these Letters clearly identifiable to RM staff undertaking Return to Sender mail processing. As such, the intention is to apply as many whole chevrons as possible subject to the particular indicia and clear zone requirements that apply. As such, separate designs are provided for each indicia type.
- 1.3 **Do Not Redirect requirements are mandatory.** Requirements in this appendix for Letter size and indicia type take precedence over the core Letter format specification requirements.

## 2 DNR – General Requirements

- 2.1 There are requirements for Letter <u>Sizesize</u> and Return Address, and DNR design elements including Chevrons, a DNR trademark and DNR text (as illustrated in Figure 6062). These are defined in the following table below and specific design requirements for the various payment channels are provided in section 23.
- 2.2 All requirements are mandatory unless stated otherwise.

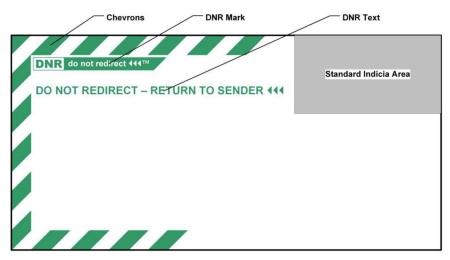


Figure 6062 – Do Not Redirect Elements (Not to Scale)

 $\frac{161}{1}$ 

С	omponent	Value
L	. <u>etter</u> Size (L & H)	<ul> <li>Minimum - 218mm long x 108mm <u>high</u></li> <li>Maximum - 240mm long and 165mm high <sup>2 3</sup></li> </ul>
Ir	ndicia Type	Downstream Access PPI only-
DNR Chevrons	<u>Chevron</u> <u>Dimensions</u> <u>&amp; Colour</u>	<ul> <li>Top &amp; Bottom Chevrons</li> <li>Side Chevrons</li> <li></li></ul>
DNI	<u>Location</u>	<ul> <li>Front Chevrons - See section 3 below.</li> <li>Back Chevrons <ul> <li>Top Edge - No Chevrons are required</li> </ul> </li> <li>Left Edge - Chevrons must be printed from the bottom left corner to the top left corner.</li> <li>Bottom - Chevrons must be printed from the bottom left corner to the bottom right corner.</li> </ul>
<del>karess</del> DNR Mark	<del>Location</del> <u>DNR</u> <u>Tradema</u> <u>rk Design</u>	<ul> <li>This do not redirect &lt;11<sup>™</sup></li> <li>The overall length of DNR Mark must be 68mm along its top edge and 61.5mm along on its bottom edge and be 6.5mm high.</li> <li>The 'DNR' Box at the backbeginning of the envelope and meet standard location and formatting <sup>4</sup> requirements. See Figure 63 and Figure 64. Mark must be 16mm long.</li> </ul>
Return Addres	<u>Formatti</u> <u>ng</u>	<ul> <li>The 'DNR text' must be printed using 16.5pt Arial font.</li> <li>The 'do not redirect' text must be printed using 12pt Arial Bold font.</li> <li>The chevron symbols must be printed using Wingdings 3 (4 - character 124) 12pt bold.</li> <li>The final element is superscript 'TM' characters that must be printed using 12pt Arial Bold font.</li> <li>The mark must be printed using Pantone 334 Green (Coated or Uncoated).</li> </ul>

 <sup>&</sup>lt;sup>2</sup> Maximum size is Letter format.
 <sup>3</sup> Do Not Redirect is **not** available for Large Letters. Letter and Parcel products.
 <sup>4</sup> The Return Address may be printed using Pantone 334 Green

<sup>&</sup>lt;del>162</del>

С	omponent	Value
	Location (See	'If undelivered or subject to Redirection, please return to:' <b>Front DNR Mark -</b> See section 3 below.
	Figure 66 and Figure	Back DNR Mark
	<u>67</u> ) <b>Prefix</b>	The mark must be in the bottom left corner and inset by 1mm from the bottom and left chevrons (See Figure 6366 and Figure 64.67).
DNR	<u>Textual</u> <u>Content</u>	DO NOT REDIRECT - RETURN TO SENDER
D	Content	Full Postal Address File (PAF <sup>®</sup> ) Address <sup>5</sup> (Prefixed by the Local Authority Duty or Department reference).

## **3 DNR – Specific Attributes**

3.1—Specific attributes for Do Not Redirect include Chevrons, a trademark and text. These are defined in the following table and illustrated in Figure 61 to Figure 64.

	Component	Value	
540,	<del>Dimensions</del> <del>&amp; Colour</del>	<ul> <li>→ + 10 ± 2mm</li> <li>↓ 45.0°</li> <li>↓ 10 ± 2 mm → + +</li> <li>• The chevrons must be 10mm plus or minus 2mm in length, height, &amp; spacing, and must be set at an angle of 45°.</li> <li>• The chevrons must be printed using Pantone 334 Green (Coated or Uncoated).</li> <li>• Only full chevrons must be printed.</li> </ul>	
Chevrons	<del>Front</del> <del>Chevrons</del>	<ul> <li>Top Edge — Chevrons must be printed from the top left corner to 75mm in from the right edge. i.e. the chevrons must not extend into the Indicia area.</li> <li>Left Edge — Chevrons must be printed from the bottom left corner to the top left corner.</li> <li>Bottom Edge — Chevrons must be printed from the bottom left corner to the Route Codemark Clear Zone. i.e. stopping 130mm from the bottom right corner.</li> </ul>	
	<del>Letter Back</del> <del>Chevrons</del>	<ul> <li>Top Edge - No Chevrons are required</li> <li>Left Edge - Chevrons must be printed from the bottom left corner to the top left corner.</li> <li>Bottom - Chevrons must be printed from the bottom left corner to the bottom right corner.</li> </ul>	
<del>DNR Mar</del> k	<del>Trademark</del> <del>Design</del>	<ul> <li>The overall length of DNR Mark must be 68mm along its top edge and 61.5mm along on its bottom edge,and be 6.5mm high.</li> <li>The 'DNR' Box at the beginning of the Mark must be 16mm long.</li> </ul>	

<sup>5</sup> This could be the Local Authority address or the address of an authorised agent of the Local Authority. 163

Effective from 25 October 2024

Component		Value
	Formatting	<ul> <li>The 'DNR text' must be printed using 16.5pt Arial font.</li> <li>The 'do not redirect' text must be printed using 12pt Arial Bold font.</li> <li>The chevron symbols must be printed using Wingdings 3 (&lt;- character 124) 12pt bold.</li> <li>The final element is superscript 'TM' characters that must be printed using 12pt Arial Bold font.</li> <li>The mark must be printed using Pantone 334 Green (Coated or Uncoated).</li> </ul>
	Front Location	<ul> <li>DL Envelope - The mark must be in the top left corner and inset by 1mm from the top and left chevrons (see Figure 61).</li> <li>C5 Envelope - The mark must be in the top left corner and inset by 1mm from the bottom and left chevrons (see Figure 62).</li> </ul>
	<del>Back</del> Location	The mark must be in the bottom left corner and inset by 1mm from the bottom and left chevrons (See Figure 63 & Figure 64)
	Content	DO NOT REDIRECT - RETURN TO SENDER ++++
<del>DNR Text</del>	Structure & Format	<ul> <li>This DNR text must be printed as a single line of text.</li> <li>The text must be printed using Arial 16pt Bold, CAPITALS that are left justified.</li> <li>The symbols must be printed using Wingdings 3 (4 - character 124).</li> <li>The text must be printed on 1 line.</li> <li>The text must be printed using Pantone 334 Green (Coated or Uncoated).</li> </ul>
	Location	The text must be located beneath the DNR Mark, above the Delivery Address block and left justified as illustrated Figure 60 & Figure 61. <u>in Figure 62</u> to 65.
<u>Return</u> Address	Location	This must be on the back of the envelope and meet standard location and formatting <sup>6</sup> requirements (see Figure 66 and Figure 67).
	Prefix	<u>'If undelivered or subject to Redirection, please return to :' (See Figure 66 and Figure 67)</u>
	<u>Content</u>	Full Postal Address File (PAF <sup>®</sup> ) Address <sup>7</sup> (Prefixed by the Local Authority Duty or Department reference).

# 3 DNR – Payment Channel Specific Design Requirements

3.1 Specific DNR design requirements for the various payment channels are provided in this section.

<u>Component</u>		Value
- Standard & Economy	Front Chevrons (See Figure 62 and Figure 63)	<ul> <li>Top Edge – Chevrons must be printed from the top left corner to 75mm in from the right edge. i.e. the chevrons must not extend into the Indicia area.</li> <li>Left Edge – Chevrons must be printed from the bottom left corner to the top left corner.</li> <li>Bottom Edge – Chevrons must be printed from the bottom left corner to the edge of the Route Codemark Clear Zone. i.e. stopping 130mm from the bottom right corner.</li> </ul>
	<u>Front DNR</u> <u>Mark</u>	The mark must be in the top left corner and inset by 1mm from the top and left chevrons (see Figure 62 and Figure 63).
DSA	DNR Text	The text must be printed in a single line and located beneath the DNR Mark, above the Delivery Address block and left justified (see Figure 62 and Figure 63).

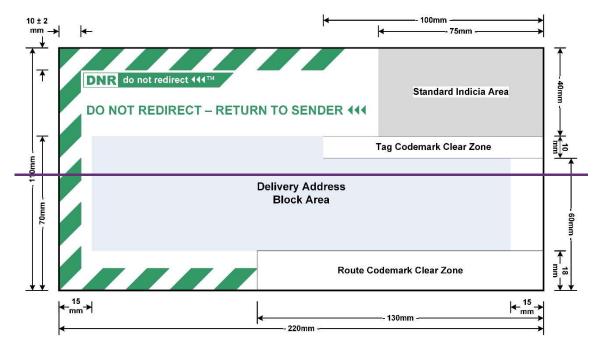
<sup>6</sup> The Return Address may be printed using Pantone 334 Green. <sup>7</sup> This could be the Local Authority address or the address of an authorised agent of the Local Authority.

<del>164</del>

Effective from 25 October 2024

Component		<u>Value</u>
ty	Front Chevrons (See Figure 64 and Figure 65)	<ul> <li>Top Edge – Chevrons must be printed from the top left corner to 95mm in from the right edge. i.e. the chevrons must not extend into the Indicia area.</li> <li>Left Edge – Chevrons must be printed from the bottom left corner to the top left corner.</li> <li>Bottom Edge – Chevrons must be printed from the bottom left corner to the edge of the Route Codemark Clear Zone. i.e. stopping 130mm from the bottom right corner.</li> </ul>
Priority	<u>Front DNR</u> <u>Mark</u>	• The mark must be in the top left corner and inset by 1mm from the top and left chevrons (see Figure 64 and Figure 65).
- DSA -	<u>DNR Text</u>	<ul> <li>DL Envelope - The text must be located in the top left corner above the Delivery Address block, spread over 2 lines, left justified and centred vertically (see Figure 64).         <ul> <li>Line 1 - DO NOT REDIRECT -</li> <li>Line 2 - RETURN TO SENDER </li> </ul> </li> <li>C5 Envelope - The text must be printed in a single line and located beneath the DNR Mark, above the Delivery Address block and left justified (see Figure 65).</li> </ul>

# 4 DNR - Figures



<del>165</del>

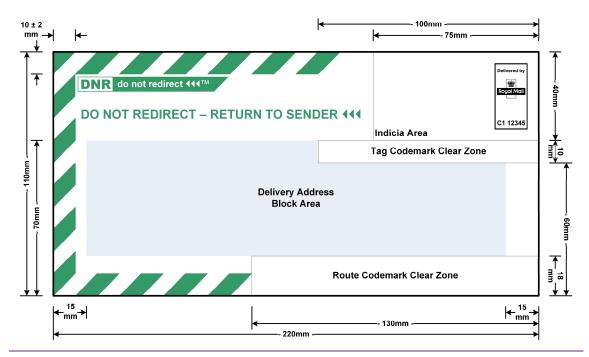
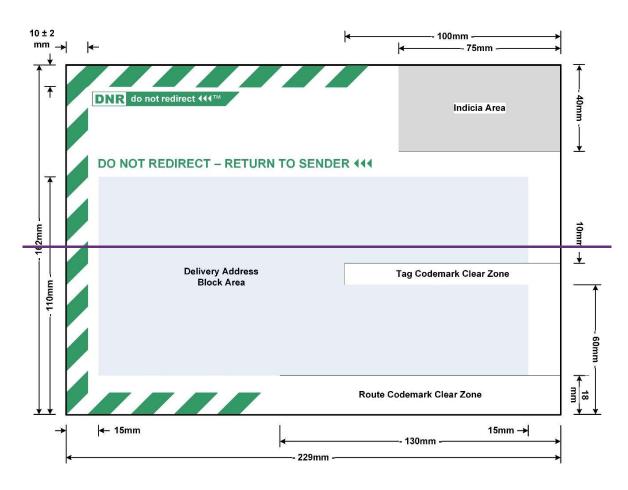
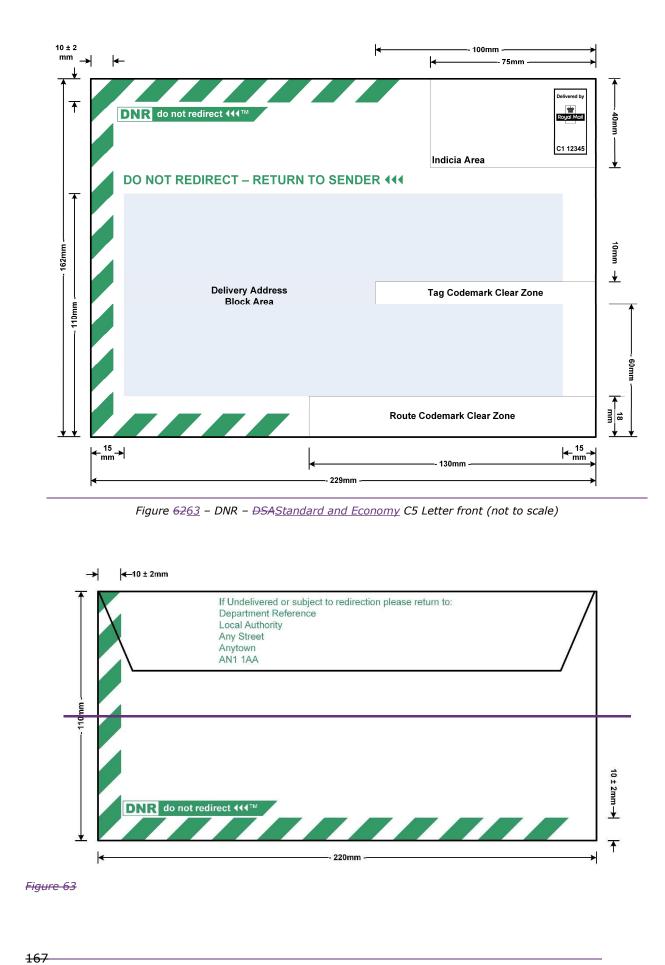


Figure 6162 – DNR – DSAStandard and Economy DL Letter front (not to scale)



<del>166</del>



Effective from 25 October 2024

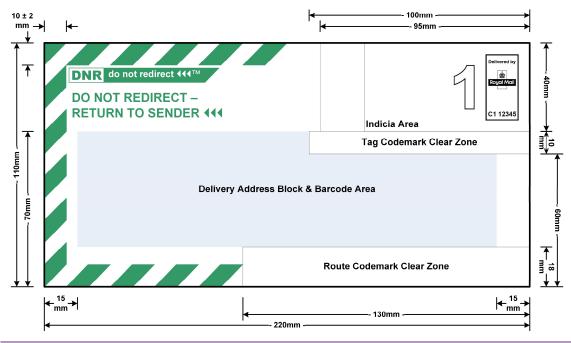
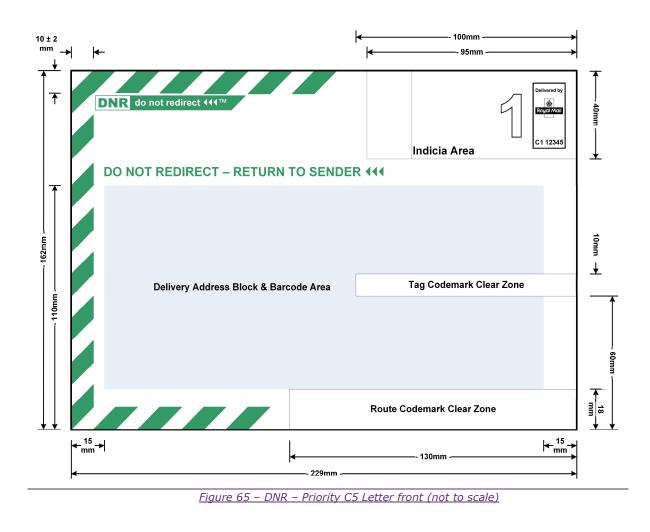
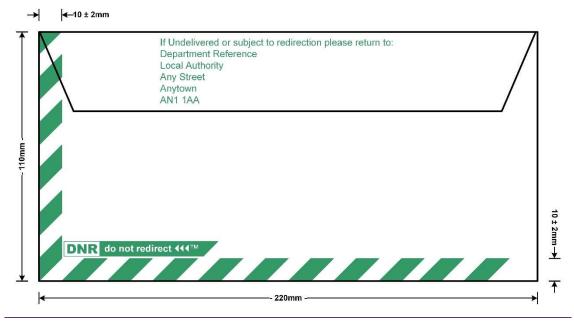


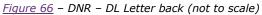
Figure 64 – DNR – Priority DL Letter front (not to scale)



<del>168</del>

<u>10-89723456-2\334470-572</u>







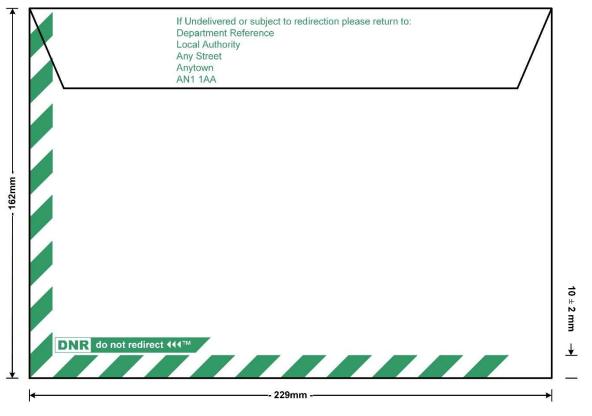


Figure 6467 – DNR – C5 Letter back (not to scale)

<del>169</del>

<u>10-89723456-2\334470-572</u> **¢lassified: RMG = btsre**al

<del>170</del>