#### **SCHEDULE 30**

### **ROYAL MAIL MAILMARK® ECONOMY**

Where this Schedule forms part of your Contract with us, the following terms and conditions shall apply in addition to and (unless expressly stated otherwise) without prejudice to the terms set out in the General Access Terms and Conditions (and the rest of this Contract):

### 1 Background

1.1 This Schedule sets out the terms on which you and we agree that you may post Mailmark Economy Mail.

## 2 Definitions and interpretation

- 2.1 Schedule 1 of your Contract explains the meaning of some words and phrases used in your Contract, including this Schedule, and sets out some rules of interpretation which also apply to this Schedule.
- 2.2 In addition, some words and phrases used specifically in this Schedule are defined below:

Mailmark Economy Mail	Letters which are declared by you as Mailmark
	Economy Mail and which meet the criteria for
	Mailmark Economy Mail set out in this Contract
	including the User Guide.

Mailmark	<b>Economy</b>	Mail
Posting		

A Mailmark Mailing containing only Letters.

Mailmark Economy Service Standard Has the meaning given in paragraph 4.2 of this

Schedule 30.

### 3 Commencement and duration

- 3.1 The terms of this Schedule shall take effect from the date that is agreed between you and us.
- 3.2 The terms of this Schedule shall continue to have effect until the earlier of:
  - 3.2.1 the date this Contract is terminated in line with its terms; or
  - 3.2.2 the date this Schedule is terminated under paragraphs 6.1.3 or 8 of this Schedule.

# 4 The Mailmark Economy Mail Service Standard

- 4.1 Mailmark Economy Mail is a six Working Day delivery service performed Monday to Saturday. We aim to deliver or attempt to deliver your Mailmark Economy Mail within 4 Working Days after handover to and acceptance by us.
- 4.2 The Service Standard set out in paragraph 2.1 of Part A (Our Services and our Service Standard) of Schedule 2 (The Services) shall not apply to Mailmark Economy Mail. As an alternative service standard, the following shall apply in respect of Mailmark Economy Mail (the **Mailmark Economy Service Standard**):
  - 4.2.1 Subject to you complying with the terms of this Contract, the Mailmark Economy Service Standard is that we shall deliver or attempt to deliver to the relevant addresses in the United Kingdom 97.5% of the total number of Mailmark Economy Mail items with a correct delivery address in the United Kingdom handed over by you to us on a day that is no later than the fourth Working Day after that on which such hand over occurred or is deemed to have occurred provided that:

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- (a) the Mailmark Economy Service Standard does not apply where Mailmark Economy Mail items handed over by you to us are not accepted by us in line with this Contract;
- (b) the 97.5% figure shall be the average percentage over the Service Standard Period; and,
- (c) the total number of Mailmark Economy Mail items referred to in the Mailmark Economy Service Standard shall not include those:
  - i. the delivery of which is affected by a Disruptive Event;
  - ii. not accepted by us as Mailmark Economy Mail in line with paragraph 6.1 of this Schedule;
  - iii. that have been lost (including Mailmark Economy Mail items which have not been delivered within 15 Working Days of the date on which we accepted it from you in line with this Contract);
  - iv. delayed as a result of carrying out Security Checks; and/or
  - v. with a delivery addressed outside the United Kingdom.
- 4.2.2 Notwithstanding the definition in Schedule 1 of this Contract, for the purposes of the Mailmark Economy Service Standard, the Service Standard Period shall be defined as: "the 12 month period ending on 31 March 2022 and each subsequent period of 12 months ending on the anniversary of that date, in each case excluding the Christmas and New Year Period".
- 4.2.3 Paragraphs 2.2 to 2.6 (inclusive) of Part A of Schedule 2 shall apply in respect of the Mailmark Economy Service Standard in addition to the Service Standard, save that:
  - (a) the Compensation Target for the purposes of the Mailmark Economy Service Standard shall be 92.5%; and,
  - (b) references to 'Mailing Items' shall be read as references to 'Mailmark Economy Mail items'.

## 5 Specifications for Mailmark Economy Mail

- 5.1 The specifications and requirements set out in this Schedule are in addition to the specifications and requirements contained elsewhere in your Contract, including the User Guide. You must comply with those specifications and requirements in addition to those set out in this Schedule.
- 5.2 To qualify as Mailmark Economy Mail you shall ensure:
  - 5.2.1 that you use Royal Mail Mailmark® to post Mailmark Economy Mail;
  - 5.2.2 that Letters:
    - (a) are posted as either Advertising Mail, Partially Addressed Mail, Responsible Mail or Business Mail in accordance with the specifications contained in the Contract and the User Guide for these services;
    - (b) are presented in bags or trays that exclusively contain Mailmark Economy Mail. You must not mix Letters posted using different services under Clause 5.2.2(a) in the bag or tray; and
    - (c) comply with the Presentation Specifications of the User Guide.

5.3 A Mailmark Economy 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.

### 6 Failure to meet the specifications

- 6.1 If you hand over a Mailmark Economy Mail Posting and we establish to our reasonable satisfaction that you have not complied with all or any of your obligations under this Schedule or that Mailing Items in that Mailmark Economy Mail Posting do not meet the Mailmark Economy Mail specifications, we may either:
  - 6.1.1 reject the Mailing Items; or
  - 6.1.2 accept the Mailing Items but charge you the applicable Access Charges for the Access Service specification that those Letters meet; or
  - 6.1.3 suspend or terminate your right to post Mailmark Economy Mail under this Schedule immediately on giving written notice to you.
- 6.2 We may charge you an additional amount to recover our reasonable costs in undertaking any of the actions referred to in paragraph 6.1.
- 6.3 We will notify you if we take any of the actions set out in paragraph 6.1.

### 7 Pricing

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

## 8 Change and Termination

- 8.1 We may change the Mailmark Economy Mail service or any of its service specifications on at least 70 days' written notice pursuant to clause 13.3.3 of the General Access Terms and Conditions of this Contract.
- 8.2 Regardless of any other term of this Contract, either of us may terminate the terms of this Schedule on written notice with immediate effect if the other Party commits any material or persistent breach of the terms of the Contract or this Schedule as long as, where the breach can be remedied, it has not been remedied within 30 days of the Party in breach having been notified of the breach by the other Party and asked to take steps to remedy the breach.
- 8.3 Regardless of any other term of this Contract, we may terminate the terms of this Schedule on written notice with immediate effect if:
  - 8.3.1 you fail to pay any Postage, Surcharges, Profile Surcharges or other charges due under this Contract as they fall due; or
  - 8.3.2 an Insolvency Event occurs.
- 8.4 Termination of this Schedule by either of us (for any reason) shall not affect any rights which either of us may already have under this Schedule before the date of termination, or whether or not any obligations under the Schedule which were intended either to come into or remain in force after termination do so.

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