

## **SCHEDULE 15**

### **EARLY RELEASE**

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 to change the terms of section 15 of the User Guide.

#### **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.

#### **3 Commencement and duration**

- 3.1 The terms of this Schedule shall take effect from the Access Start Date, or such other date that is agreed between you and us.
- 3.2 The terms of this Schedule shall continue to have effect until the date it is terminated under this Contract or paragraph 5 of this Schedule.

#### **4 Early release**

- 4.1 The Contract sets out your obligations about how to present Mailing Items to us. You must continue to comply with these obligations. In particular, paragraph 3.1 of Schedule 2 of the Contract allows us to sample your Mailing Items to check 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. Section 14 of the User Guide reiterates that we may sample Mailing Items received from you to verify that your Postage declaration is accurate and to ensure that you comply with the terms of your Contract including the User Guide.
- 4.2 Section 15 of the User Guide says that if having sampled your Mailing Items we have identified Mailing Items which fail to comply with the terms of the Contract including the User Guide, we 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.
- 4.3 Paragraph 2 of section 15 of the User Guide goes on to say that we will not undertake any rectification action until such time as the timescales, charges or Surcharges for the rectification of any faults has been agreed in writing (including, electronically or by fax) with your Operational Contact.
- 4.4 Subject to paragraphs 3 and 5 of this Schedule, you and we agree to use a different procedure for revenue protection and for handling non-compliant Mailing Items in order to speed up the early release of your Mailing Items. You and we therefore agree that paragraphs 1 and 2 of Section 15 of the User Guide shall not apply between us, and that the following shall apply between us instead:

*"If having sampled your Mailing Items we have identified Mailing Items which fail to comply with the terms of the Contract, we 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. We may 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. Mailing Items deemed to be non-compliant may be automatically excluded from the Service Standard calculation as referred to in Schedule 2 of the Contract.”*

- 4.5 You and we agree that for the time that this Schedule applies, you shall accept any rectification action that we take as long as that rectification action complies with the relevant agreed action set out in Section 15 of the User Guide. You agree that you shall not dispute the rectification action taken (including any action taken without your approval) and shall accept our actions. This includes paying the Postage we have calculated. Relying on your agreement not to dispute our rectification action, we agree to process your Mailing Items.
- 4.6 All other terms of the Contract including the User Guide shall remain unchanged and shall apply alongside this Schedule.

## **5 Termination**

- 5.1 Regardless of any other term of this Contract, either of us may terminate the terms of this Schedule by giving the other Party not less than four days' written notice.
- 5.2 Upon termination of the terms of this Schedule, all of the other terms of the Contract (including the User Guide) that had been changed by this Schedule shall be reinstated and shall have full force and effect.
- 5.3 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.