

WHOLESALE PARCELS CONTRACT CHANGE NOTICE: NUMBER 006

DATED: 30 JUNE 2015

This notice applies to you if you hold a **Wholesale Parcels Contract** (Contract) with **Royal Mail Group Limited**, a company registered in England and Wales (number 04138203) with its registered address at 100 Victoria Embankment, London EC4Y 0HQ.

1. Definitions and interpretation

- 1.1 If a word or expression is defined in this notice, it shall have the meaning given in this notice.
- 1.2 Any words or expressions which are not defined in this notice, but have an initial capital letter, shall have the meaning given to them in the Contract.
- 1.3 All of the rules about how to interpret the Contract shall apply to this notice.

2. Changes to the Contract

- 2.1 In accordance with clause 13.2.1(a) of the Parcels General Terms and Conditions we give you notice of the following changes, which shall take effect on **6 January 2016**:

2.1.1 Schedule 3 Option A (National Price Plan One (SSCs)), shall be amended as follows:

(a) Paragraph 3.1 shall be replaced in its entirety with the following:

“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 Contract Year. You agree to meet the National Spread Benchmark and the Urban Density Benchmark.”

(b) Paragraph 3.2 shall be replaced in its entirety with the following:

“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 purposes of clause 8.2 of the General Access Terms and Conditions, but shall entitle us to levy a National Spread Surcharge and/or Urban Density Surcharge (both of which are Profile Surcharges) in accordance with paragraphs 5 and 7 of this Price Plan; provided, however, that we will not apply any Profile Surcharges for failure to meet your Profile Commitment in a Contract 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 Surcharges under this clause 3.2 for the same set of circumstances any more than once.”;

2.1.2 Schedule 1 shall be amended by replacing the definition of “Profile Commitment” with the following:

“Profile Commitment 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;”; and

2.1.3 Clause 13.2.3 shall be replaced by the following:

“13.2.3 *Access Charges and Permitted Variances:* on giving you at least 70 days’ written notice, to increase any Access Charge or change any Permitted Variance provided that we may not make more than:

- (a) two increases to Postage for each Access Service;
- (b) two increases to any Profile Surcharge or Surcharge; and
- (c) two changes to Permitted Variances

in any Financial Year;”.

Yours sincerely,



Luisa Fulci
Regulated Products Director
Consumer and Network Access