

ADVERTISING MAIL CATALOGUE TRIAL AGREEMENT

DATED [] 201[]

BETWEEN

(1) **Royal Mail Group Limited**, a company registered in England and Wales (number 04138203) with its registered address at 100 Victoria Embankment, London EC4Y 0HQ (**us** or **we**); and

(2) **[Customer's registered name]**, a company registered in **[country of registration]** (number **[registered number]**) with its registered address at **[registered address]** (**you**).

1 Background

This Agreement is made between Royal Mail ("**we**" or "**us**") and an Access Customer ("**you**"), in connection with the Access Contract (as defined in clause 2.2) and provides the terms on which you may participate in Royal Mail's Advertising Mail Catalogue trial (the "**Trial**").

2 Definitions and interpretation

2.1 Any word or expression which has an initial capital letter, but which is not defined in this Agreement, will have the meaning given to it in the Access Contract.

2.2 When used in this Agreement, each of the following words and expressions has the meaning which is given to it in this clause 2.2:

- (a) **Access Contract** means the Access Letters Contract dated [] between you and us;
- (b) **Advertising Mail Catalogue** means a new Access service option which you may use to post Mailing Items during the Trial Period;
- (c) **Mailing Items** means Letter and Large Letter format items of mail which you send using Royal Mail Advertising Mail® during the Trial Period;
- (d) **Party** means you or us;
- (e) **Royal Mail Advertising Mail® Terms and Conditions** means the terms and conditions for Advertising Mail that are set out in Schedule 6 to the Access Contract;
- (f) **Trial Period** means the period from and including 4th January 2016 – 31st March 2017; and
- (g) **Trial Rates** means the Advertising Mail Catalogue charges as published under the Advertising Mail charges section on the pricing page of the Website, and as amended from time to time in line with clause 13 of the General Access Terms and Conditions.

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3 Participation in the Trial

- 3.1 You agree that in participating in the Trial, you will at all times comply with:
- (a) the Access Contract (including the Royal Mail Advertising Mail® Terms and Conditions and the User Guide; and
 - (b) this Agreement (including Schedule A).
- 3.2 The Royal Mail Advertising Mail Catalogue Option Specification set out in Schedule A shall be incorporated into this Agreement as if set out in full herein and shall apply to your participation in the Trial.
- 3.3 If you use UCID numbers to identify mailings from Originating Customers or Customer Entities, you agree that no less than 7 calendar days prior to your proposed initial use of a new UCID number in the Trial, you will provide us with the customer name relevant to that UCID number. The UCID number must be emailed to DSACC@royalmail.com using the generic email title "Catalogue Option Customer Notification". Should you fail to comply with this clause 3.3, clause 4.4 shall apply to any Mailing Items mailed by you using that UCID number in connection with the Trial.

4 Content Criteria

- 4.1 Mailing Items will be eligible for the Trial if we determine that:
- (a) the content comprises a list of goods and/or services together with a description, image and price;
 - (b) the editorial and other content of the mailing is minimal; and
 - (c) either
 - (i) the content enables sales orders to be taken on such goods and/or services directly from the page at the prices listed or
 - (ii) the content enables sales orders to be taken on such goods and/or services that are to be auctioned and have a listed reserve or guide price
- 4.2 In accordance with the Royal Mail Advertising Mail® Terms and Conditions you must provide to us a seed/sample of your Mailing Items and you must ensure that the seed/sample has the same UCID number printed on the outside as has been used on the docket declaration.
- 4.3 We will review your seed/sample Mailing Items to determine whether they meet the requirements for the Trial and the Royal Mail Advertising Mail® Terms and Conditions. Our decision on the eligibility of your Mailing Items (including any specific UCID numbers) to participate in the Trial is final and binding and we shall have no obligation to explain our decision to you.
- 4.4 You acknowledge and agree that if you post Mailing Items which we consider are not eligible and/or do not comply with the terms of this Agreement, the Trial and/or the Royal Mail Advertising Mail® Terms and Conditions, we may:
- (a) require you to pay to us:

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- (i) a sum equal to the difference between the aggregate Advertising Mail Catalogue 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 Access Contract had the Mailing Items not been posted as part of the Trial; and
 - (ii) our reasonable costs and expenses incurred in carrying out an audit and calculating the amount due from you under clause 4.4(a)(i) above; and/or
- (b) exercise any of our rights set out in clause 8 of Royal Mail Advertising Mail Terms and Conditions.

5 Trial Pricing

- 5.1 Mailing Items which you post during the Trial Period and which comply with the terms of this Agreement, the Trial and the Royal Mail Advertising Mail® Terms and Conditions will be charged at the Trial Rates.
- 5.2 Regardless of any other terms of this Agreement and/or the Access Contract, we may change the Trial Rates on at least ten weeks' prior written notice to the Access customers who are participating in the Trial.
- 5.3 All Trial Rates shall be charged to you on the occasion of each Daily Posting in line with the credit terms set out in clause 11 of the General Access Terms and Conditions.

6 Change and Termination

- 6.1 We reserve the right to unilaterally change, suspend or terminate the Trial at any time provided that we will give you not less than thirty (30) days' prior written notice of such suspension or termination.
- 6.2 Regardless of any other term of this Agreement, a Party may terminate this Agreement on written notice to the other Party with immediate effect if:
- (a) such other Party commits any material or persistent breach of the terms of this Agreement and, where the breach is of a type that 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;
 - (b) an Insolvency Event occurs in respect of the other Party; or
 - (c) the Access Contract is terminated for any reason.
- 6.3 Termination of this Agreement by either Party (for any reason) shall not affect any rights which have accrued to either Party under this Agreement before the date of termination, whether or not any obligations under this Agreement which were intended either to come into or remain in force after termination do so.
- 6.4 If we are prevented from performing an obligation to you under this Agreement by circumstances outside of our control, we will be released from that obligation and will not be liable for any failure to perform it.

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7 General

- 7.1 Clauses 10 (Notices) and 18 (General) of your Access Contract will apply to this Agreement as if they had been set out herein.
- 7.2 This Agreement (and the documents referred to in it) sets out the entire agreement between you and us in relation to the subject matter of this Agreement and there are no terms or obligations which are binding on you or us in addition to those contained or referred to in this Agreement (and the documents referred to in it) which relate to the subject matter of this Agreement.
- 7.3 This Agreement is governed by the laws of England and the parties submit to the exclusive jurisdiction of the courts of England.
- 7.4 In the event of any inconsistency, ambiguity or discrepancy between this Agreement and the Access Contract, this Agreement shall have priority in relation to matters concerning this Agreement. The Parties agree that the introduction of the Trial is not a change to any Access Charge or Permitted Variance for the purposes of clause 13.2.3 of the Access Contract and, accordingly, the Trial does not count towards the number of changes permitted under clause 13.2.3 of the Access Contract.

Please sign below to confirm your acceptance of this Agreement

<p>Signed by _____ duly authorised for and on behalf of ROYAL MAIL GROUP LIMITED</p> <p>Date _____</p>	
<p>Signed by _____ duly authorised for and on behalf of</p> <p>_____ ACCESS CUSTOMER</p> <p>Date _____</p>	

SCHEDULE A

Royal Mail Advertising Mail Catalogue Option Specification

Introduction

This Schedule contains the specification that must be adhered to by customers when participating in the Trial. Capitalised words used in this Schedule shall have the meaning given to them in the Agreement, unless otherwise defined.

Availability

If you use UCID numbers to identify mailings from Originating Customers or Customer Entities, you agree that no less than 7 calendar days prior to your proposed initial use of a new UCID number in the Trial, you will provide us with the customer name relevant to that UCID number. The UCID number must be emailed to DSACC@royalmail.com using the generic email title "Catalogue Option Customer Notification".

Eligibility

Mailing Items will be eligible for the Trial if Royal Mail determines that:

- (a) the content comprises a list of goods and/or services together with a description, image and price;
- (b) the editorial and other content of the mailing is minimal; and
- (c) either
 - (i) the content enables sales orders to be taken on such goods and/or services directly from the page at the prices listed or
 - (ii) the content enables sales orders to be taken on such goods and/or services that are to be auctioned and have a listed reserve or guide price

Further guidelines in respect of eligibility are set out in Annex 1 to this Schedule.

Service Sortation, Format and Weights

The Trial is for items that are sorted to the Access 1400 selections. The maximum size dimensions and weights applicable to Mailing Items in the Trial are set out in the table below:

	<i>max mm</i>	<i>max mm</i>	<i>max mm</i>	<i>max g</i>	<i>Weight Band</i>
Format	Length	Width	Depth	Weight	
Access 1400 Letter	240	165	5	Up to 100	WB1
Access 1400 Letter	240	165	5	101 – 150	WB2
Access 1400 Large Letter	353	250	25	Up to 100	WB1
Access 1400 Large Letter	353	250	25	101 – 250	WB2
Access 1400 Large Letter	353	250	25	251 – 750	WB3

All Letter format items and Large Letter format items must be sorted into weight bands.

Mixed Weight

Mixed Weight is a presentation option for Large Letters and, for the purposes of the Trial only, is an option for Letters. You may use this presentation option if you have signed a Mixed Weight Schedule.

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Mixed Weight may not be used for handing over different formats in any one Container. The Service Standard and other Service criteria for Mixed Weight are as specified within the Access User Guide.

Where all of the individual Letter or Large Letter weights in a Container comprise a mix of weight bands ('Mixed Weight') you must declare on the Manifest the total number of items by weight band and the Zone if applicable. The weight band indicators to be used on the Manifest are as follows:

- WB1 (weight band 1) - items weighing no more than 100g. All items falling within this weight band will be priced accordingly
- WB2 (weight band 2) – Letter items weighing more than 100g up to 150g and Large Letter items weighing more than 100g and up to 250g. All items falling within this weight band will be priced based on the average weight of all the items falling within this weight band
- WB3 (weight band 3) – Large Letter items weighing more than 250g and up to 750g are priced in 1g increments using the average weight of all the items falling within this weight band.

Where all the weights in a Container fall within a single weight band the Mailing Items must be declared as such on the Manifest and will be priced accordingly.

For the Mixed Weight presentation there is a requirement to include an additional identifier (MW) on the Container CFL. This identifies to the accepting Inward Mail Centres that the Posting is Mixed Weight. If your Mailing Items arrive in York Containers, there is also a requirement to include 'Mixed Weight' on the York cards.

Product Codes

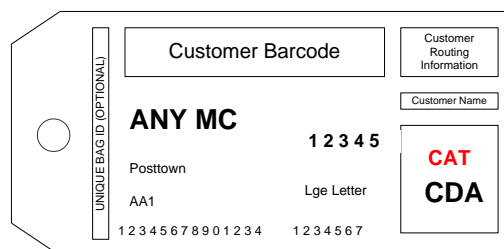
Customers will need to use new discrete products codes for all their Trial mailings. The product codes can be used for non-Mixed Weight and Mixed Weight mailings for both Letters and Large Letters. Royal Mail Wholesale will adapt DocketHub to enable these new weight bands to be used for both formats. A technical specification will be made available to customers who are participating in the Trial to enable them to add the new product codes and adjust their systems accordingly.

Seeds/Samples

In accordance with the Royal Mail Advertising Mail® Terms and Conditions you must provide to us a seed/sample of your Mailing Items and you must ensure that the seed/sample has the same UCID number printed on the outside as has been used on the docket declaration.

Container Labels

It is a requirement to identify the service level being presented on container labels. This must be indicated above the Customer Type in the Customer Indicator Box using the abbreviation 'CAT', see example below.



SCHEDULE A - ANNEX 1

ADVERTISING MAIL CATALOGUE: CONTENTS GUIDELINES

The table below provides some examples of mailings that would be eligible for the Trial. The list of mailing examples below is for guidance only. Each request to participate in the Trial will be considered individually on its own merits to determine whether it qualifies for the Trial.

Example of Mailing	Eligible for Trial?	Explanation
A mail order company sending its new or seasonal catalogue to an existing customer base.	Yes	List of goods or services and direct sell from the page.
A mail order company sending its new or seasonal catalogue to a prospective customer base	Yes	List of goods or services and direct sell from the page.
A mail order company sending a postcard with a discount code to a customer who has already received a catalogue.	No	Not a list of goods or services.
A travel company sending its new or seasonal holiday brochure to an existing or prospective customer base.	Yes	Provided the brochure is primarily a list of holidays and options with prices clearly displayed.
An auction catalogue which mainly comprises a list of item descriptions with reserve or guide prices	Yes	List of goods and services available for purchase in an auction
A tourist office promoting a holiday destination by mailing a brochure to an existing or prospective customer base.	No	The brochure is promoting a country or a region. It is not primarily a list of good and services.
A brochure in support of a new car launch.	No	Not a list of goods or services; the prices are illustrative ranges. Does not sell directly from the page but pushes to dealerships.