



ACCESS LETTERS CONTRACT CHANGE NOTICE: NUMBER 119

Date: 9 April 2025

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 Changes to the Contract

- 2.1 Under Clause 13.2(a)(i) of the General Access Terms and Conditions of the Contract, we hereby notify you of the following changes to the Contract:
 - 2.1.1 the definitions of “Data Opt Out”, “Data Opt Out Notification”, “Industry Input Data”, and “Opt Out Period” shall be deleted in their entirety and replaced with the versions shown at Appendix 1 of this notice;
 - 2.1.2 new definitions of “Origin”, “Origin Customer”, “Origin Levy”, “Origin Platform”, and “Postage Data” shall be included in the relevant place (in alphabetical order) in Schedule 1 of the Contract as shown at Appendix 2 of this notice; and
 - 2.1.3 Part 1 of Schedule 4 of the Contract shall be amended as shown at Appendix 3 of this notice, where deletions are shown in struck through red text and additions are shown in double-underlined text in blue.
- 2.2 The changes detailed in paragraph 2.1 above will take effect from 17 October 2025.
- 2.3 The Contract shall continue in full force and effect in accordance with its terms, as modified by this notice.

Yours sincerely,

Tim Cable
Wholesale Products Director
Royal Mail Wholesale

Appendix 1

Amended Definitions

Data Opt Out	means: a) your right (where you are the posting customer); or 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 6.3(b) or 6.3(c) of Part 1 of Schedule 4 (Standard Services);
Data Opt Out Notification	has the meaning given to it in paragraph 6.3(b) of Part 1 of Schedule 4 (Standard Services);
Industry Input Data	means, in respect of each Advertising Mail Posting and/or Partially Addressed Mail Posting (as applicable) for which the Data Opt Out has not been exercised or for which the Origin Levy shall apply: a) the identity of the advertiser and the brand for that Posting; b) the volumes for that Posting disaggregated to SSC level (but no lower); and/or c) the Mail Reference for that Posting;
Opt Out Period	has the meaning given to it in paragraph 6.3(c) of Part 1 of Schedule 4 (Standard Services);

Appendix 2

New Definitions

Origin	means the Incorporated Society of British Advertisers Ltd or any other corporate entity that operates the Origin Platform from time to time;
Origin Customer	Means an Originating Customer: a) on behalf of whom you hand over Advertising and/or Partially Addressed Mail (as applicable); and b) that has subscribed to the Origin Platform;
Origin Levy	means the levy payable to Origin in respect of Advertising Mail and/or Partially Addressed Mail (as applicable) handed over by you on behalf of an Origin Customer;
Origin Platform	means the cross-media audience measurement platform operated by Origin for the purpose of allowing marketers to accurately measure deduplicated reach and frequency of ad campaigns, across different media channels and across different ad formats;
Postage Data	means, in respect of each Advertising Mail Posting or Partially Addressed Mail Posting (as applicable) to which the Origin Levy applies, the Postage paid and/or payable by you in respect of such Postings;

Appendix 3

Amended Part 1 of Schedule 4

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~~7; and
- (b) unless the Data Opt Out has been exercised, the purpose envisaged in paragraph ~~5.4~~6.1.

- 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 Origin Platform

- 5.1 Unless we notify you that we are no longer appointed to collect the Origin Levy in accordance with paragraph 5.6 below or where we no longer apply the Origin Levy to an Origin Customer's Mailing Items in accordance with paragraph 5.7 below, you agree that we may collect the Origin Levy on all direct mail Mailing Items that originate from your Origin Customers and that are presented as Advertising Mail and/or Partially Addressed Mail by you under the terms of this Contract. We shall pass the entire amount of the Origin Levy to Origin at the end of each quarter of the financial year.
- 5.2 The amount of the Origin Levy shall be as stated on the pricing page of the Website, as changed from time to time.
- 5.3 You agree that, on request by us, you will, within 7 days, provide us with the UCID and SCID applicable to each of your Origin Customers so that we can identify the Mailing Items to which the Origin Levy will apply.
- 5.4 We agree that when you present Mailing Items as Advertising Mail and/or Partially Addressed Mail that are subject to the Origin Levy, the Origin Levy will be applied only once and not across all Access Services.
- 5.5 You agree and confirm that the contractual relationship in respect of the Origin Platform is between Origin and the Origin Customer and that we have no liability to you or the Origin Customer for the acts, omissions or defaults of Origin. You agree that any claim in respect of the Origin Levy will be solely against Origin and not us. Any request for a refund or retrospective claim in respect of the Origin Levy shall be addressed to Origin directly at 12 Henrietta Street, London, WC2E 8LH.
- 5.6 In collecting the Origin Levy, we are acting as an undisclosed agent for Origin and we will be invoicing the Origin Levy in our name. We will notify you if we are no longer appointed to collect the Origin Levy.
- 5.7 If Origin notifies us that the Origin Levy will no longer apply to an Origin Customer's Mailing Items, we will cease to collect the Origin Levy in respect of that Origin Customer's Mailing Items as soon as reasonably practicable following receipt of the Origin Customer's UCID and SCID from you.
- 5.8 You acknowledge that there is no ability to opt-out of the Origin Levy. The Origin Levy shall be payable and we shall collect it for as long as the Origin Customer is subscribed to the Origin Platform.
- 5.9 Notwithstanding any other provisions in the Contract, we may amend or remove the requirements of this paragraph 5 on 70 days' notice.

6 ~~5~~-Ad Mail Information

- 6.1 ~~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

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and Partially Addressed Mail against other media. To do this, we wish to share the Industry Input Data and Postage Data with JICMAIL and permit JICMAIL to:

- (a) share the Industry Input Data with the Independent Marketing Specialists for the purpose of creating reports for the industry: and
- (b) share the Industry Input Data and the Postage Data with Origin for the purpose of creating and operating the Origin Platform and for the purpose of creating reports for the industry.

6.2 You agree that, in circumstances where the Origin Levy applies to Advertising Mail and Partially Addressed Mail pursuant to paragraph 5.1:

- (a) we shall be entitled to use the Ad Mail Information and share the Industry Input Data and the Postage Data with JICMAIL for the purpose set out in paragraph 6.1(b);
- (b) you must ensure that, or procure that, the Origin 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;
- (c) 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; and
- (d) the provisions set out at paragraphs 6.3 to 6.6 shall not apply in the circumstances contemplated by this paragraph 6.2.

6.3 ~~5.2~~ You agree to inform each relevant 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 ~~5.16.1(a)~~ 6.1(a);
- (b) that they have the right to opt out of us using their Ad Mail Information and sharing their Industry Input Data for the purposes set out in paragraph 6.1(a) only (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**). For the avoidance of doubt, the Data Opt Out Notification shall not apply to the use of the Ad Mail Information and sharing of Industry Input Data and Postage Data for the purposes set out in paragraph 6.1(b);
- (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 ~~5.26.3(b)~~ 6.3(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)~~6.3(b) and ~~5.26.3~~6.3(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 ~~5.4~~6.1 and we shall have no liability to them in respect of such use even if they had instructed you otherwise.

6.4 ~~5.3~~ We will use reasonable efforts to notify you in advance of expiry of the relevant Opt Out Period.

6.5 ~~5.4~~ You will ensure that, if the Data Opt Out has not been exercised pursuant to paragraph ~~5.2(b)~~6.3(b) or ~~5.26.3~~6.3(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.

6.6 ~~5.5~~ Paragraphs ~~5.4~~6.1 to ~~5.4~~6.5 shall apply equally if you are the posting customer of Advertising Mail and / or Partially Addressed Mail, in which case:

- (a) you may exercise the Data Opt Out by sending us a Data Opt Out Notification in accordance with paragraph ~~5.26.3~~6.3(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 ~~5.26.3~~6.3(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 ~~5.4~~6.1.

6.7 ~~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 ~~5.4~~6.1 for those who have not exercised the Data Opt Out.

7 ~~6~~-Audit and Non-Compliance

7.1 ~~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~~7.2 and ~~6.3~~7.3 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.

7.2 ~~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.

7.3 ~~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.

7.4 ~~6.4~~ For the avoidance of doubt, nothing in this paragraph ~~6~~7 will restrict us from using the identity of the Originating Customer or Customer Entity for the purpose of paragraph ~~5.4~~6.1 where the Data Opt Out has not been exercised by them.

7.5

~~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.

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~~7~~ Discount

8.1

~~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 ~~5.26.3~~(b) or ~~5.26.3~~(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.

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~~8~~ Withdrawal

9.1

~~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.