



## ACCESS LETTERS CONTRACT CHANGE NOTICE: NUMBER 068

Date: 13 OCTOBER 2020

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 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 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 Paragraph 12.1 of Schedule 6: Advertising Mail, we hereby notify you of the following changes to Schedule 6: Advertising Mail to the Contract:

- 2.1.1 The definition of 'Ad Mail Information' under Paragraph 2.2 shall be amended to read as follows:

*means in respect of a given Advertising Mail Posting:*

- (a) *the information provided to us on a Posting Docket or e-Manifest (as applicable), in the course of providing the Advertising Mail service for that Posting;*
- (b) *the Sample/Seed referred to in paragraph 7.1 which relates to that Posting; and*
- (c) *the Mail Reference provided on the Posting Docket or e-Manifest (as applicable) and on the Sample/Seed to us pursuant to paragraph 13.4.1(a) for that Posting.*

- 2.1.2 The definition of 'Data Opt Out' under Paragraph 2.2 shall be amended to read as follows:

*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 13.2.2, and includes any subsequent data opt out referred to in paragraph 13.2.3 as applicable;*

- 2.1.3 The definition of 'Independent Marketing Specialists' under Paragraph 2.2 shall be amended to read as follows:

*means Nielsen Media Research Limited (company no. 01765758) with registered offices at Venture House, 2 Arlington Square, Downshire Way, Bracknell, Berkshire, RG12 1WA, and such additional and/or replacement independent advertising market analysts as appointed by JICMAIL from time to time;*

- 2.1.4 Paragraph 5.2.2 shall be amended to read as follows:

5.2.2 *that each Advertising Mail Posting:*

- (a) *contains a minimum 4000 Mailing Items in a Daily Posting;*
- (b) *is assigned a UCID pertaining to the Originating Customer or Customer Entity, to be used in line with this Contract. (For clarity, you may not mix Mailing Items with different mailing pack designs in Containers assigned to a single UCID); and*
- (c) *unless the Data Opt Out has been exercised, has a unique Mail Reference assigned to it and that the same Mail Reference is entered on the Posting Docket or e-Manifest (as applicable) and the associated Sample/Seed,*

*and, for the avoidance of doubt, the Advertising Mail Discount will nonetheless apply to the Advertising Mail Posting provided such Mail Items comply with remainder of this paragraph 5.2 even if the Data Opt Out has been exercised in accordance with paragraph 13.2.2 or 13.2.3 (as applicable).*

2.1.5 Paragraph 13.2 to 13.6 shall be amended to read as follows:

13.2 *You agree to inform each Originating Customer and Customer Entity:*

13.2.1 *of our wish to use their Ad Mail Information and share their Industry Input Data for the purposes set out in paragraph 13.1;*

13.2.2 *that they have the right to opt out of us using their Ad Mail Information and sharing their Industry Input Data (the Data Opt Out) by instructing you to notify us by email using the opt out form available on our Website, providing us with the identity of the Originating Customer or Customer Entity who wishes to exercise the Data Opt Out together with their UCID and SCID (if applicable), 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);*

13.2.3 *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 13.2.2 above should it wish to exercise the Data Opt Out for a further Opt Out Period; and*

13.2.4 *that:*

- (a) *if they wish to exercise the Data Opt Out, then it is their responsibility to ensure that they instruct you to send a Data Opt Out Notification in accordance with paragraphs 13.2.2 and 13.2.3 above (as applicable); and*
- (b) *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 13.1 and we shall have no liability to them in respect of such use even if they had instructed you otherwise.*

13.3 *We will use reasonable efforts to notify you in advance of expiry of the relevant Opt Out Period.*

13.4 *You will ensure that:*

13.4.1 *if the Data Opt Out has not been exercised pursuant to paragraph 13.2.2 or 13.2.3 (as applicable), then:*

- (a) *the posting Customer Entity or Originating Customer must ensure each Advertising Mail Posting is assigned the correct Mail Reference and such Mail Reference is declared on the Posting Docket or e-Manifest (as applicable) and the associated Sample/Seed item; and:*
- (b) *where an individual Advertising Mail Posting is being posted across a number of different days, then the same Mail Reference is to be used for each day of that Advertising Mail Posting.*

13.5 *Paragraphs 13.1 to 13.4 shall apply equally if you are the posting customer of the Advertising Mail, in which case:*

13.5.1 *you may exercise the Data Opt Out by sending us a Data Opt Out Notification in accordance with paragraph 13.2.2;*

13.5.2 *however, if we have not received a Data Opt Out Notification, or if the Data Opt Out has expired in accordance with paragraph 13.2.3 and we have not received a subsequent Data Opt Out Notification, 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 13.1.*

13.6 *We each agree that, for the purpose of clause 9 (Confidentiality) of the General Access Terms, the Ad Mail Information shall not be Confidential Information for:*

13.6.1 *those Customer Entities and Originating Customers who have not exercised the Data Opt Out; or*

13.6.2 *where you are the posting customer, where you have not exercised the Data Opt Out.*

2.2 Under Clause 13.2.1(a) of the General Terms and Conditions of the Access Letters Contract we hereby notify you of the following changes to Schedule 7: Responsible Mail to the Contract:

2.2.1 The definition of 'Data Opt Out' under Paragraph 2.2 shall be amended to read as follows:

*means:*

- (c) your right (where you are the posting customer); or*
- (d) 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 14.2.2, and includes any subsequent data opt out referred to in paragraph 14.2.3 as applicable;*

2.2.2 The definition of 'Independent Marketing Specialists' under Paragraph 2.2 shall be amended to read as follows:

*means Nielsen Media Research Limited (company no. 01765758) with registered offices at Venture House, 2 Arlington Square, Downshire Way, Bracknell, Berkshire, RG12 1WA, and such additional and/or replacement independent advertising market analysts as appointed by JICMAIL from time to time;*

2.2.3 Paragraph 5.2.2 shall be amended to read as follows:

5.2.2 *that each Responsible Mail Posting:*

- (a) contains a minimum 4000 Mailing Items in a Daily Posting;*

- (b) *is assigned a UCID pertaining to the Originating Customer or Customer Entity, to be used in line with this Contract. (For clarity, you may not mix Mailing Items with different mailing pack designs in Containers assigned to a single UCID);*
- (c) *is presented in Containers which all contain exclusively either Entry Level Responsible Mail or Intermediate Level Responsible Mail Mailing Items, as the case may be; and*
- (d) *unless the Data Opt Out has been exercised, has a unique Mail Reference assigned to it and that the same Mail Reference is entered on the Posting Docket or e-Manifest (as applicable) and the associated Sample/Seed,*

*and, for the avoidance of doubt, the Responsible Mail Discount will nonetheless apply to the Responsible Mail Posting provided such Mail Items comply with remainder of this paragraph 5.2 even if the Data Opt Out has been exercised in accordance with paragraph 14.2.2 or 14.2.3 (as applicable).*

2.2.4 Paragraph 14.2 to 14.6 shall be amended to read as follows:

14.2 *You agree to inform each Originating Customer and Customer Entity:*

14.2.1 *of our wish to use their Ad Mail Information and share their Industry Input Data for the purposes set out in paragraph 14.1;*

14.2.2 *that they have the right to opt out of us using their Ad Mail Information and sharing their Industry Input Data (the Data Opt Out) by instructing you to notify us by email using the opt out form available on our Website, providing us with the identity of the Originating Customer or Customer Entity who wishes to exercise the Data Opt Out together with their UCID and SCID (if applicable), 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);*

14.2.3 *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 14.2.2 above should it wish to exercise the Data Opt Out for a further Opt Out Period; and*

14.2.4 *that:*

- (c) *if they wish to exercise the Data Opt Out, then it is their responsibility to ensure that they instruct you to send a Data Opt Out Notification in accordance with paragraphs 14.2.2 and 14.2.3 above (as applicable); and*
- (d) *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 14.1 and we shall have no liability to them in respect of such use even if they had instructed you otherwise.*

14.3 *We will use reasonable efforts to notify you in advance of expiry of the relevant Opt Out Period.*

14.4 *You will ensure that:*

14.4.1 *if the Data Opt Out has not been exercised pursuant to paragraph 14.2.2 or 14.2.3 (as applicable), then:*

- (a) *the posting Customer Entity or Originating Customer must ensure each Responsible Mail Posting is assigned the correct Mail Reference and such Mail Reference is declared on the Posting Docket or e-Manifest (as applicable) and the associated Sample/Seed item; and:*
- (b) *where an individual Responsible Mail Posting is being posted across a number of different days, then the same Mail Reference is to be used for each day of that Responsible Mail Posting.*

14.5 *Paragraphs 14.1 to 14.4 shall apply equally if you are the posting customer of the Responsible Mail, in which case:*

14.5.1 *you may exercise the Data Opt Out by sending us a Data Opt Out Notification in accordance with paragraph 14.2.2;*

14.5.2 *however, if we have not received a Data Opt Out Notification, or if the Data Opt Out has expired in accordance with paragraph 14.2.3 and we have not received a subsequent Data Opt Out Notification, 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 14.1.*

14.6 *We each agree that, for the purpose of clause 9 (Confidentiality) of the General Access Terms, the Ad Mail Information shall not be Confidential Information for:*

14.6.1 *those Customer Entities and Originating Customers who have not exercised the Data Opt Out; or*

14.6.2 *where you are the posting customer, where you have not exercised the Data Opt Out.*

2.3 Under Paragraph 12.1 of Schedule 28: Partially Addressed Mail we hereby notify you of the following changes to Schedule 28: Partially Addressed Mail to the Contract:

2.3.1 The definition of 'Data Opt Out' under Paragraph 2.2 shall be amended to read as follows:

*means:*

- (e) your right (where you are the posting customer); or*
- (f) 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 13.2.2, and includes any subsequent data opt out referred to in paragraph 13.2.3 as applicable;*

2.3.2 The definition of 'Independent Marketing Specialists' under Paragraph 2.2 shall be amended to read as follows:

*means Nielsen Media Research Limited (company no. 01765758) with registered offices at Venture House, 2 Arlington Square, Downshire Way, Bracknell, Berkshire, RG12 1WA, and such additional and/or replacement independent advertising market analysts as appointed by JICMAIL from time to time;*

2.3.3 Paragraph 5.2.3 shall be amended to read as follows:

5.2.2 *that each Partially Addressed Mail Posting:*

- (a) contains a minimum 10000 Mailing Items in a Daily Posting;*

- (b) *is assigned a UCID pertaining to the Originating Customer or Customer Entity, to be used in line with this Contract. (For clarity, you may not mix Mailing Items with different mailing pack designs in Containers assigned to a single UCID); and*
- (c) *unless the Data Opt Out has been exercised, has a unique Mail Reference assigned to it and that the same Mail Reference is entered on the Posting Docket or e-Manifest (as applicable) and the associated Sample/Seed,*

*and, for the avoidance of doubt, the Partially Addressed Mail Discount will nonetheless apply to the Partially Addressed Mail Posting provided such Mail Items comply with remainder of this paragraph 5.2 even if the Data Opt Out has been exercised in accordance with paragraph 13.2.2 or 13.2.3 (as applicable).*

2.3.4 Paragraph 13.2 to 13.6 shall be amended to read as follows:

13.2 *You agree to inform each Originating Customer and Customer Entity:*

13.2.1 *of our wish to use their Partially Addressed Mail Information and share their Industry Input Data for the purposes set out in paragraph 13.1;*

13.2.2 *that they have the right to opt out of us using their Partially Addressed Mail Information and sharing their Industry Input Data (the Data Opt Out) by instructing you to notify us by email using the opt out form available on our Website, providing us with the identity of the Originating Customer or Customer Entity who wishes to exercise the Data Opt Out together with their UCID and SCID (if applicable), 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);*

13.2.3 *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 13.2.2 above should it wish to exercise the Data Opt Out for a further Opt Out Period; and*

13.2.4 *that:*

- (e) *if they wish to exercise the Data Opt Out, then it is their responsibility to ensure that they instruct you to send a Data Opt Out Notification in accordance with paragraphs 13.2.2 and 13.2.3 above (as applicable); and*
- (f) *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 Partially Addressed Mail Information and share their Industry Input Data for the purpose set out in paragraph 13.1 and we shall have no liability to them in respect of such use even if they had instructed you otherwise.*

13.3 *We will use reasonable efforts to notify you in advance of expiry of the relevant Opt Out Period.*

13.4 *You will ensure that:*

13.4.1 *if the Data Opt Out has not been exercised pursuant to paragraph 13.2.2 or 13.2.3 (as applicable), then:*

- (c) *the posting Customer Entity or Originating Customer must ensure each Partially Addressed Mail Posting is assigned the correct Mail Reference and*

*such Mail Reference is declared on the Posting Docket or e-Manifest (as applicable) and the associated Sample/Seed item; and:*

*(d) where an individual Partially Addressed Mail Posting is being posted across a number of different days, then the same Mail Reference is to be used for each day of that Partially Addressed Mail Posting.*

*13.5 Paragraphs 13.1 to 13.4 shall apply equally if you are the posting customer of the Partially Addressed Mail, in which case:*

*13.5.1 you may exercise the Data Opt Out by sending us a Data Opt Out Notification in accordance with paragraph 13.2.2;*

*13.5.2 however, if we have not received a Data Opt Out Notification, or if the Data Opt Out has expired in accordance with paragraph 13.2.3 and we have not received a subsequent Data Opt Out Notification, then we will be entitled to treat that as your consent for us to use the Partially Addressed Mail Information and share the Industry Input Data for the purpose set out in paragraph 13.1.*


*13.6 We each agree that, for the purpose of clause 9 (Confidentiality) of the General Access Terms, the Partially Addressed Mail Information shall not be Confidential Information for:*

*13.6.1 those Customer Entities and Originating Customers who have not exercised the Data Opt Out; or*

*13.6.2 where you are the posting customer, where you have not exercised the Data Opt Out.*

2.4 We have sought the unanimous consent of all Access Letters Contract holders to introduce the changes detailed in paragraph 2.1 to 2.3 of this change notice from 4 January 2021. If we do not receive consent from all Access Letters Contract holders by 13 November 2020, the changes will come into effect on 22 April 2021.

Yours sincerely,



Tim Cable  
Wholesale Products Director  
Royal Mail Wholesale