



ACCESS LETTERS CONTRACT CHANGE NOTICE: NUMBER 093

Date: 20 December 2022

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 Interaction between this Contract Change Notice and Contract Change Notice: Number 087

- 2.1 On 30 November 2021, we issued Access Letters Contract Change Notice: Number 087 (**CCN087**) to make certain changes to the:
 - i. Contract; and
 - ii. Agency Customer Contract.
- 2.2 CCN087 will take effect on 1 January 2023. An amended version of both the:
 - i. Contract; and
 - ii. Agency Customer Contract,

which (in each case) will reflect certain changes notified in CCN087, will therefore apply from 1 January 2023.

- 2.3 The changes notified in this Contract Change Notice in respect of the Contract and Agency Customer Contract respectively will be made to the version of the Contract and Agency Customer Contract (in each case) referred to in clause 2.2 (i.e. the amended versions of each document which will take effect on 1 January 2023).
- 2.4 Nothing in this Contract Change Notice is intended to affect the changes to the Contract outlined in Change Notice: Number 91, which shall take effect on 1 April 2023.

3 Changes to the Contract

- 3.1 Under clause 13.2.1(a) of the General Access Terms and Conditions we hereby notify you of the changes to the Contract (as set out in Part A of this Contract Change Notice) as determined in accordance with clause 2.3 of this Contract Change Notice).
- 3.2 The changes detailed in Part A of this Contract Change Notice will take effect from 10 July 2023.

3.3 Notwithstanding clause 3.2 above, in respect of those changes outlined at paragraph 1.3 and 1.11 of Part A respectively, in each case you may (upon written notification to us) treat either such change as having come into effect as at the date of this notice (rather than the date stated at 3.2 above). In such circumstances, the parties shall be bound by such version of that clause upon provision of your written notice confirming that such version of the relevant clause shall apply, and you and we shall apply the amended version of the relevant clause (to the extent applicable) thereafter. In the absence of such written notification, the parties shall continue to be bound by the version of the relevant clause as unamended until the date stated at 3.2 above at which date the changes outlined at paragraph 1.3 and 1.11 will take effect, and you and we shall apply the amended version of the clauses thereafter.

4 Changes to the Agency Customer Contract

4.1 Under clause 4.1 of the Agency Customer Contract, we hereby notify you of the changes to the Agency Customer Contract (as set out in Part B of this Contract Change Notice) as determined in accordance with clause 2.3 of this Contract Change Notice.

4.2 The changes detailed in Part B of this Contract Change Notice will take effect from 10 July 2023.

Part A

1 Changes to the Contract

1.1 In clause 11.8(b) of the General Terms and Conditions, reference to "4 per cent" shall be amended to read "*8 per cent*".

1.2 Clause 11.11 of the General Terms and Conditions, shall be amended to include a new 11.11(c) and 11.11(d) respectively, such additional sub-clauses to read as follows:

*11.11(c) charge a fixed sum fee (a **Late Payment Fee**) in respect of such late payment, tiered according to the value of the debt as follows:*

| Amount of Debt | Late Payment Fee |
|--------------------------|-------------------------|
| <i>Up to £999.99</i> | <i>£40.00</i> |
| <i>£1000 to £9999.99</i> | <i>£70.00</i> |
| <i>More than £10,000</i> | <i>£100.00</i> |

and;

11.11(d) charge reasonable costs incurred by us as a result of actions taken to recover the debt to the extent such reasonable costs exceed the Late Payment Fee.

1.3 Clause 12.2 to 12.4 of the General Terms and Conditions shall be amended as follows:

12.2 Where:

(a) *a claim related to Postage and Adjustments has not been resolved in accordance with clause 12.1(d); or*

(b) *there is a dispute otherwise arising out of or under or in connection with this Contract,*

either of us shall in the first instance send a notice in writing to our and your Operational Contact identifying the circumstances giving rise to the dispute and the remedy sought. The Operational Contacts shall consider and try to reach agreement to resolve the dispute.

12.3 If the Operational Contacts are unable to reach agreement to resolve the dispute within 14 days after receipt of the notice referred to in clause 12.2 (or such further time as the Operational Contacts agree) then the dispute shall, as soon as that period has expired, be referred to the Commercial Contacts who shall consider and try to reach agreement to resolve the dispute within 14 days of the referral to them.

12.4 If:

(a) *the claim referred to in clause **Error! Reference source not found.** or **Error! Reference source not found.** is not resolved in accordance with clause **Error! Reference source not found.**, 12.2 or 12.3; and*

(b) *the value of the claim is more than £20,000 but less than £125,000; and*

(c) *(where you wish to refer the dispute to adjudication) we give our written consent,*

the dispute may be referred to adjudication and the Centre for Effective Dispute Resolution (CEDR) Rules for Adjudication (2021 edition) shall apply to the adjudication.

- 1.4 In Schedule 1 (Definitions and Interpretations), the definition of "Mixing Weight Specification" shall be amended to read "Mixed Weight Specification".
- 1.5 In Schedule 1 (Definitions and Interpretations), the definition of "Mixing Weight Start Date" shall be amended to read "Mixed Weight Start Date", and such definition shall be amended to read as follows:
- 1.5.1 **Mixed Weight Start Date** means the date from when you can use the Mixed Weight Operational Presentation Facility.
- 1.6 In Schedule 1 (Definitions and Interpretations), the definition of "Mixing SCID Containers" shall be amended to read "*Mixed SCID Containers*" and such definition shall be moved in order that it is included directly below the definition of "Manual Mailmark Mail Posting" and directly above the definition of "Mixed Weight".
- 1.7 In Schedule 1 (Definitions and Interpretations), a new definition of "Operator" shall be added (and shall be included between existing definitions of "Operational Presentation Facility" and "Opt Out Period") as follows:
- 1.7.1 **Operator** means a customer permitted by us to hand over Mailing Items on behalf of Originating Customers.
- 1.8 In paragraph 2.2 of Schedule 6 (Container Options) each reference to "Containers" shall be amended to read "*Royal Mail Containers*".
- 1.9 In Section 1 of the User Guide, the table and footnotes at "Figure 1" shall be replaced with the table and footnotes included at Appendix 1 to this Part A.
- 1.10 In Section 4.3(e) of the User Guide, the fifth bullet point shall be replaced with the following:
- *Bundles must be either:*
 1. *securely double strapped (i.e. each bundle must be cross strapped, both lengthways and widthways). This additional strapping serves the same purpose as bags and helps protect the bundles whilst in transit. For Royal Mail Mailmark Letters and Large Letters presented in paper-wrap, customers are permitted to cross strap bundles across the width of the item on the proviso there are a minimum of two straps which are located towards the edge of each bundle. The strength of the strapping application and distance from each strap must be such that there is no risk of the contents of the bundle becoming loose during transit and the bundle being damaged or torn; or*
 2. *wrapped with polywrap (30 microns).*
- 1.11 In Section 8.1(e) of the User Guide, the seventh bullet point shall be replaced with the following bullet points:
- *You must:*
 1. *provide 1-day forecasts in accordance with Section 8.3 below;*
 2. *provide documentation in accordance with Section 6; and*
 3. *order your Containers and consumables in accordance with Section 5.*
 - *You should also provide a 7-Working Day rolling forecast in accordance with Section 8.2 below.*

1.12 In Section 8.2(a) of the User Guide, the second bullet point shall be replaced with the following bullet point:

- *Each Working Day's forecast will include your anticipated volume of Mailing Items for handover at each Inward Mail Centre, using reasonable efforts to provide a breakdown of volume by Format, and by machineability - Machinable Item or Manual Item.*

1.13 In Section 8.3(a) of the User Guide, the second bullet point shall be replaced with the following bullet point:

- *The forecast must detail, as accurately as possible, the volume of Mailing Items by Format, and by machineability (i.e. Machinable Item or Manual Item) that you expect to hand over to each Inward Mail Centre on the following Working Day.*

1.14 In Appendix R: Machinable Items, the third row of the table at paragraph 2 shall be deleted in its entirety and replaced with the following:

| | |
|--------------------|------------------|
| <i>Orientation</i> | <i>Landscape</i> |
|--------------------|------------------|

Appendix 1

1 Our services

- a. Our full range of Access Services are listed in Figure 1 below. The price you pay for each Access Service will differ according to the sortation level, Format, weight and machinability of your Mailing Items, and the price plan you are on as part of your Contract with us.

| ACCESS SERVICE | ATTRIBUTES | | | | | | | | | | | | | | |
|--------------------------------|----------------|-----|---------------|--------|--------|--------------|-------------|------------|------------|------------|--------------|-------------|-----------|-------------|---------------|
| | MACHINEABILITY | | | | FORMAT | | WEIGHT BAND | | | | | SORTATION | | | |
| | Mailmark | OCR | Machinability | Manual | Letter | Large Letter | 1 – 100g | 101 – 150g | 101 – 250g | 251 – 750g | Mixed Weight | 48-Way Sort | Access 70 | Access 1400 | Access 70,000 |
| Access 70 | • | • | • | • | • | • | • | • | • | • | • | | • | | |
| Access 70 (48-way sort option) | • | • | • | | • | | • | | | | | • | | | |
| Access 1400 | | | • | • | • | • | • | | • | • | • | | | • | |
| Business Mail Large Letter | • | • | • | • | | • | • | | • | • | • | | • | • | |
| Advertising Mail | • | • | • | • | • | • | • | | • | • | • | •**** | • | • | |
| Catalogue Mail | | | | • | • | • | • | • | • | • | • | | | • | |
| Partially Addressed Mail | • | | | •* | • | • | • | | • | • | • | •**** | • | • | |
| Magazine Subscription Mail | • | | | •** | • | • | • | | • | • | • | | • | | |
| Royal Mail Mailmark | • | | | | • | • | • | | • | • | • | •**** | • | | |
| Mailmark Economy | • | | | | • | | • | | | | | • | • | | |
| Manual Mailmark | • | | | | | •*** | • | | • | • | • | | • | • | |
| Poll Sort | | | | • | • | | • | | | | | | | | • |
| General Large Letter**** | • | • | • | • | | • | • | | • | • | • | | • | • | |
| OCR | | • | | | • | • | • | | • | • | • | •**** | • | | |

Figure 1: Access Services

*To post Partially Addressed Mail you must use Royal Mail Mailmark unless your Mailing Item are postcards, in which case you must sort to Access 1400. See Appendix I for details.

**You may hand over Magazine Subscription Mail Postings which are up to 10mm in thickness as either Mailmark Mailings or Manual Items. In all other cases Magazine Subscription Mail Postings must be posted using Royal Mailmark. See Appendix K for details.

***The Manual Mailmark Service is available for General Large Letters only. See Appendix O for details.

****For more information on General Large Letters see Section 3.1(a) of this User Guide.

*****Letters only.

Part B

2 Changes to the Agency Customer Contract

In clause 8.3(b) of the Agency Customer Contract, reference to "4 per cent" shall be amended to read "*8 per cent*".