



ACCESS LETTERS CONTRACT CHANGE NOTICE: NUMBER 120

Date: 14 July 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 Mailmark Economy Service

- 2.1 Further to Ofcom's decision on its "Review of the universal postal service and other postal regulation" consultation (**USO Reform Decision**), we hereby notify you under clause 13.2A of the General Access Terms and Conditions that we are making the following changes to the Mailmark Economy Service to reflect the obligations placed on us under the revised Access Condition and that we will deliver Mailmark Economy Mailing Items on weekdays only:

- 2.1.1 Addition of a new definition of "Mailmark Economy Handover Date" will be inserted in Schedule 1 and will read as follows:

"Mailmark Economy Handover Date has the meaning set out in paragraph 3.1 of Part 2 of Schedule 8 (Mailmark® Options)"; and

- 2.1.2 The provisions of Part 2 of Schedule 8 (Mailmark® Options) shall be amended as shown in Schedule 1 to this notice, where:

- 2.1.2.1 deletions in Part 2 of Schedule 8 (Mailmark® Options) are shown in struck through text in red;

- 2.1.2.2 additions are shown in double-underlined text in blue.

- 2.2 Subject to paragraph 2.3, the changes detailed in this notice will take effect on 23 September 2025 (**Mailmark Economy Variation Date**).

- 2.3 RMG may seek the consent of all Access Customers who use the Mailmark Economy Service for the changes set out in this change notice to take effect on a shorter notice period than the notice period set out in paragraph 2.2 above so that the Mailmark Economy Variation Date will be the same date as the effective date of the changes to the Access Condition set out in the USO Reform Decision (**Access Condition Changes**). Where all the relevant Access

Customers so consent, the changes set out in this change notice will take effect on the effective date of the Access Condition Changes.

- 2.4 The Contract shall continue in full force and effect, as amended by this notice from the Mailmark Economy Variation Date.
- 2.5 In the event of any conflict or inconsistency between the terms of the Contract immediately before the Mailmark Economy Variation Date and any amendments effected by this notice, the terms of the Contract as amended by this notice will prevail.

SCHEDULE 1

PART 2 OF SCHEDULE 8 (MAILMARK® OPTIONS) AS AMENDED

Part 2 – Royal Mail Mailmark® Economy

1 Background

- 1.1 This Part 2 sets out the terms on which you and we agree that you may post Mailmark Economy Postings.

2 Specifications for Mailmark Economy Mail

- 2.1 You must comply with the specifications and requirements set out in the Contract, including the User Guide.
- 2.2 You shall comply with the Intellectual Property Rights requirements set out in Part 1 of this Schedule 8 in respect of Mailmark IP you use when posting Mailmark Economy Mailing Items.

3 The Mailmark Economy Mail Service Standard

- 3.1 We aim to deliver or attempt to deliver your Mailmark Economy Mailing Items within 4 ~~Working Days after handover to and acceptance by us.~~ Weekdays following the Mailmark Economy Handover Date. For the purposes of this Part 2, the Mailmark Economy Handover Date means:

- (a) where the date the handover occurred or is deemed to have occurred in accordance with the terms of each Access Contract is a Weekday, that Weekday; or
- (b) where the date the handover occurred is a Saturday, the first Weekday following that date.

- 3.2 The Priority Service Standard set out in paragraph 2.2 of Schedule 2 (Priority Service Standard and General Service Obligations) shall not apply to Mailmark Economy Mailing Items. As an alternative service standard, the following shall apply in respect of Mailmark Economy Mailing Items (the **Mailmark Economy Service Standard**):

- (a) subject to you complying with the terms of this Contract, the Mailmark Economy Service Standard is that we shall deliver or attempt to deliver 97.5 per cent of the aggregate number of Mailmark Economy Mailing Items handed over to us by all Access Customers with a correct Delivery Address in the United Kingdom to the relevant address on a day that is no later than the fourth ~~Working Day after the day on which such handover occurred or is deemed to have occurred in accordance with the terms of each Access Contract~~ Weekday after the relevant Mailmark Economy Handover Date provided that:
- (i) our performance against the Mailmark Economy Service Standard shall be calculated by reference to our aggregate average performance over the Service Standard Period;
- (ii) any Mailing Items that form part of the Aggregate Base Volume and the Standard Aggregate Base Volume shall not count towards the calculation of the Mailmark Economy Service Standard; and
- (iii) we shall be entitled to deduct from the calculation of our performance against the Mailmark Economy Service Standard the following types of Mailmark Economy Mailing Items:

- (A) Mailmark Economy Mailing Items handed over to us by an Access Customer that are not accepted by us in line with the terms of their respective Access Contract;
- (B) Mailmark Economy Mailing Items the delivery of which is affected by a Disruptive Event during the relevant Service Standard Period;
- (C) Mailmark Economy Mailing Items that have been lost (including Mailmark Economy Mailing Items which have not been delivered within 15 ~~Working Days~~ Weekdays of the date on which we accepted them from an Access Customer in line with the terms of their respective Access Contract); and/or
- (D) Mailmark Economy Mailing Items with a delivery address outside the United Kingdom.

Calculating our performance against the Mailmark Economy Service Standard

- 3.3 For each Service Standard Period we (or an independent company) will measure how we have performed against the Mailmark Economy Service Standard. As the holder of an Access Contract you agree to participate in the process of measuring the Mailmark Economy Service Standard if you are asked to do so by us or the independent company responsible for that process.
- 3.4 In respect of each Service Standard Period, in order to calculate our performance against the Mailmark Economy Service Standard we will:
 - (a) measure the aggregate volume of Mailmark Economy Mailing Items handed over to us by all Access Customers during the relevant Service Standard Period, including all relevant Agency Postings (**Mailmark Economy Aggregate Base Volume**);
 - (b) determine the aggregate volume of Mailmark Economy Mailing Items that are excluded from the calculation of our performance against the Mailmark Economy Service Standard in line with the provisions of paragraph 3.2(a)(iii) above (**Mailmark Economy Aggregate Excluded Mailing Items**);
 - (c) deduct from the Mailmark Economy Aggregate Base Volume the Mailmark Economy Aggregate Excluded Mailing Items to determine the aggregate volume of Mailmark Economy Mailing Items that will be taken into account for the purpose of determining our performance against the Mailmark Economy Service Standard (**Mailmark Economy Aggregate Eligible Mailing Items**);
 - (d) measure the percentage of the Mailmark Economy Aggregate Eligible Mailing Items which we delivered or attempted to deliver to the relevant address in accordance with the requirements of paragraph 3.2 above, to determine our ~~our~~-anticipated performance against the Mailmark Economy Service Standard (**Mailmark Economy Estimate Performance**);
 - (e) adjust the Mailmark Economy Estimate Performance by adding to the Mailmark Economy Estimate Performance a positive confidence limit of no more than 1 per cent, to determine our performance against the Mailmark Economy Service Standard (**Mailmark Economy Actual Performance**).

A worked example of how the mechanism in paragraph 3.4 above will apply is included below. The worked example is provided for illustration purposes only and shall not be binding on us.

Worked Example

Where:

- (a) the Mailmark Economy Aggregate Base Volume is 1,000,000 Mailmark Economy Mailing Items; and
- (a) the Mailmark Economy Aggregate Excluded Mailing Items is 100,000 Mailmark Economy Mailing Items,

we will deduct the Mailmark Economy Aggregate Excluded Mailing Items from the Mailmark Economy Aggregate Base Volume to derive a figure of 900,000 Mailmark Economy Aggregate Eligible Mailing Items. Where we delivered or attempted to deliver 819,000 of the 900,000 Mailmark Economy Aggregate Eligible Mailing Items in accordance with the requirements of paragraph 3.2 above, the Mailmark Economy Estimate Performance shall be 91 per cent.

Where:

- a) the Mailmark Economy Estimate Performance achieved by us is 91.0 per cent; and
- b) the upper accuracy / confidence limit is 0.6 per cent for that Service Standard Period,

our Mailmark Economy Actual Performance against the Mailmark Economy Service Standard for the relevant Service Standard Period will be 91.6 percent.

- 3.5 We will publish on our Website our Mailmark Economy Actual Performance against the Mailmark Economy Service Standard for each Service Standard Period within 60 Working Days of the end of that Service Standard Period.

Adjustments to our published performance against the Mailmark Economy Service Standard

- 3.6 Subject to paragraph 3.7 below, we shall be entitled to adjust the Mailmark Economy Actual Performance to account for any Mailmark Economy Mailing Items affected by a Disruptive Event that took place during the relevant Service Standard Period that have not been included in the calculation of the Mailmark Economy Aggregate Excluded Mailing Items (**Mailmark Economy Adjusted Performance**).
- 3.7 We must publish our Mailmark Economy Adjusted Performance within 14 days of the end of the Service Standard Period during which the Mailmark Economy Actual Performance was published. The Mailmark Economy Adjusted Performance shall take precedence over the Mailmark Economy Actual Performance for that Service Standard Period.

Calculating the Mailmark Economy Performance Rebate Amount

- 3.8 Subject to paragraph 3.10 below, we must pay a performance rebate amount in respect of a Service Standard Period if (but only if) our Mailmark Economy Service Standard Performance is less than the applicable Compensation Target for Mailmark Economy (**Mailmark Economy Performance Rebate Amount**) for that Service Standard Period (and in all other circumstances we shall not be obliged to pay any amount in respect of our failure to meet the Mailmark Economy Service Standard for that Service Standard Period).

- 3.9 Subject to paragraph 3.10 below, any Mailmark Economy Performance Rebate Amount that may be due in accordance with paragraph 3.8 will be calculated by us in accordance with the process set out in Appendix 1 (Mailmark Economy Performance Rebate Amount) to this Schedule 8.
- 3.10 Where we have failed to meet the Compensation Target for Mailmark Economy in any given Service Standard Period pursuant to paragraph 3.8:
- (a) we shall deduct the Agency Postings of each of your Relevant Principals from your Mailmark Economy Individual Base Volume and we will calculate (pursuant to paragraph 3.9) any Mailmark Economy Performance Rebate Amount that may be due to you in accordance with paragraph 3.8 on the basis of the remainder of your Mailmark Economy Individual Base Volume;
 - (b) we shall separately calculate (pursuant to paragraph 3.9) any Mailmark Economy Performance Rebate Amount that is due to your Relevant Principals in respect of their relevant Agency Postings in accordance with paragraph 3.8;
 - (c) we shall pay any Mailmark Economy Performance Rebate Amount due to you and/or your Relevant Principals in accordance with the provisions of paragraph 5.2 below.
- 3.11 We will periodically review the Compensation Target for Mailmark Economy to take into account the performance of similar ~~four Working Day~~ Royal Mail delivery services for letters. Any changes made following such a review will be implemented in accordance with clause 13 of the General Access Terms and Conditions.

4 Our maximum liability in respect of the Aggregate Performance Rebate Amount

- 4.1 The provisions of paragraph 3 of Schedule 2 shall apply to limit our liability to you, all other Access Customers and all Agency Customers (including your Relevant Principals) in respect of our failure to meet the Compensation Target for Mailmark Economy.

5 Our liability for the Mailmark Economy Performance Rebate Amount

- 5.1 Where the Aggregate Performance Rebate Amount calculated for a Service Standard Period exceeds the relevant Quarterly Cap for that Service Standard Period, we will calculate the percentage of such excess. We will then reduce the relevant Mailmark Economy Performance Rebate Amount to which you, all other Access Customers and all Agency Customers (including your Relevant Principals) are entitled under this Part 2 of Schedule 8 (as applicable) on a pro-rata basis by reference to that percentage. For the avoidance of doubt, we will adjust any Mailmark Economy Performance Rebate Amount due to you and to your Relevant Principals (whether paid directly or c/o you) pursuant to paragraph 5.2 in accordance with the mechanism set out in this paragraph 5.1.
- 5.2 Payment of the Mailmark Economy Performance Rebate Amount (as adjusted in accordance with paragraph 5.1 where applicable) shall be made by way of a credit note against future Postage in accordance with the following provisions:
- (a) we shall pay any Mailmark Economy Performance Rebate Amount owed to you, directly to you;

- (b) where we invoice your Relevant Principals directly, we shall pay the Mailmark Economy Performance Rebate Amount owed to any such Relevant Principals directly to those Relevant Principals (as applicable); and
 - (c) where we invoice your Relevant Principals c/o you, we shall pay the Mailmark Economy Performance Rebate Amount owed to your Relevant Principals to you, by way of (in the case of each such Relevant Principal) a credit note addressed to the relevant Relevant Principal and (in each such case) you shall provide the applicable credit note to the relevant Relevant Principal promptly following receipt of the same from us;
- or
- (d) if you have terminated your Contract within a Service Standard Period in respect of which a Mailmark Economy Performance Rebate Amount is awarded in accordance with paragraph 3.8, by cheque in accordance with the following provisions:
 - (i) we shall pay any Mailmark Economy Performance Rebate Amount owed to you, directly to you;
 - (ii) where we invoice your Relevant Principals directly, we shall pay any Mailmark Economy Performance Rebate Amount owed to any such Relevant Principals directly to those Relevant Principals (as applicable); and
 - (iii) where we invoice your Relevant Principals c/o you, we shall pay the Mailmark Economy Performance Rebate Amount owed to your Relevant Principals to you, by way of (in the case of each such Relevant Principal) a cheque addressed to the relevant Relevant Principal and (in each such case) you shall provide the applicable cheque to the relevant Relevant Principal promptly following receipt of the same from us.

5.3 Any Mailmark Economy Performance Rebate Amount payable to you and / or any of your Relevant Principals in respect of a Service Standard Period shall be paid to you and / or your Relevant Principals (as applicable) within 30 days of the end of the Service Standard Period in which we published our Mailmark Economy Actual Performance in accordance with paragraph 3.5. Where you are required to provide any credit note and / or cheque to a Relevant Principal pursuant to paragraph 5.2:

- (a) you confirm (in each case) that you have authority to receive payments on behalf of that Relevant Principal and you shall indemnify us for all liabilities, costs, proceedings or expenses (including reasonable legal expenses) suffered or reasonably incurred by us where you do not have requisite authority to receive such payments (including any claims brought against us by any Agency Customer in respect of the same); and
- (b) you shall indemnify us for all liabilities, costs, proceedings or expenses (including reasonable legal expenses) suffered or reasonably incurred by us arising from your failure to comply with your obligations under paragraph 5.2 (including any claims brought against us by any Agency Customer in respect of the same).

5.4 Notwithstanding any other provision of this Contract or any Agency Customer Contract, you agree on your own behalf and duly authorised for and on behalf of each Relevant Principal that our aggregate liability to you and all Relevant Principals together for our failure to meet the Compensation Target for Mailmark Economy (including but not limited to any accrued or future liability) shall not exceed the sum of the amounts due to you and/or to your Relevant Principals

(where applicable) pursuant to paragraph 5.2. You agree and acknowledge both for yourself and duly authorised for and on behalf of each of your Relevant Principals that we shall have no additional liability, whether in contract, tort (including negligence) or otherwise to you or any Relevant Principal in respect of our failure to meet the Compensation Target for Mailmark Economy and that our payment of the Mailmark Economy Performance Rebate Amounts in aggregate to you and your Relevant Principals in accordance with the terms of this Part 2 of Schedule 8 is in full and final settlement of all liability which we may in aggregate have to you and all Relevant Principals under this Contract or any Agency Customer Contract in respect of our failure to meet the Compensation Target for Mailmark Economy, including any such liability as may relate to Mailmark Economy Mailing Items that form part of the Agency Postings handed over to us by you. The above shall apply notwithstanding the fact that payments of the Mailmark Economy Performance Rebate Amounts are being made to you or to the Relevant Principals.

Summary report: Litera Compare for Word 11.10.0.38 Document comparison done on 11/07/2025 10:25:34	
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Intelligent Table Comparison: Active	
Original filename: Part 2, Schedule 8 - Original version.docx	
Modified filename: Part 2, Schedule 8 - Updated version.docx	
Changes:	
<u>Add</u>	7
Delete	5
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
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