

**Between**

- (1) **Royal Mail Group Ltd** (No. 4138203) whose registered office is at 100 Victoria Embankment, London, EC4Y 0HQ (**us** or **we**); and
- (2) **[Customer's registered name]** (No. **[company number]**) whose registered office is at **[registered address]** (**you** or **your**);

**Background**

- a) You are a Participant and wish to receive from us Mailmark Direct Data, and we shall, in accordance with the terms of this Agreement, make available to you such data.
- b) If you already have a contract with us (either as an Access Customer or a Retail Customer), this Agreement shall be in addition to, and shall not supersede the terms of your existing contract which shall continue to be in full force and effect. In the event of any conflict between the terms of this Agreement and your Access Contract, or Retail Mailmark Contract (as applicable) in relation to matters concerning this Agreement, the terms of this Agreement shall apply.

**It is agreed**

**1 Definitions and interpretation**

- 1.1 When used in this Agreement, each of the following words and expressions has the meaning which is given to it in this clause 1.1:

**Access Contract** means the Access Letters Contract as published at [www.royalmailwholesale.com](http://www.royalmailwholesale.com) (including, for the avoidance of doubt, the Royal Mail Mailmark® Terms and Conditions and the User Guide);

**Access Customer** means a customer who has signed up to the Access Contract;

**Batch** means a selection of Mailmark barcode Mailing Items that meet the minimum entry volume requirement for the service being used and which are all of the same format, sortation and machine-readability option. A Batch is submitted to the eManifest. Each Batch submitted to the eManifest is commonly referred to as a consignment;

**Bill Payer** means the Participant in the Supply Chain that is responsible for paying Royal Mail for the Mailmark Mailings;

**Carrier** means the Participant in a Supply Chain responsible for carrying the Mailmark Mailings;

**Confidential Information** means all information of a confidential nature, which for the avoidance of doubt shall include the Mailmark Direct Data, which is disclosed by one of us to the other: (a) before or after the date of this Agreement; and (b) relating to the subject matter of this Agreement. The disclosure may be in writing, orally or by any other means, directly or indirectly;

**Customer User** means any of your employees authorised by you to access and use the Mailmark Direct Data (wholly or in part), using the unique email address provided by you;

**Data Protection Legislation** means: the General Data Protection Regulation (EU) 2016/679 ("GDPR"), including from 1 January 2021 as it forms part of the domestic law of all or any part of the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018, and any laws, regulations and secondary legislation supplementing or applying the same into the domestic law of all or any part of the United Kingdom, together with the Data Protection Act 2018, in each case as the same may be replaced, supplemented, substituted or amended from time to time;

**Data Processor** means a data processor as defined in GDPR;

**Eligible Member** means a representative of an entity that is a member of the Technical Specification Change Forum;

**eManifest** means an electronic file created via the eManifest Handling System (**eMHS**) for each Supply Chain per Working Day. A Batch or Batches are submitted to the eManifest, and once confirmed the eManifest contains a record of your Mailmark Mailing Items which is used to provide eManifest and Batch level reporting;

**eManifest Handling System (eMHS)** means the web based interface which enables the creation of the eManifest and is used for all actions relating to the eManifest (such as submitting Batches);

**Insolvency Event** means any of the following events (or any event analogous to any of the following in a jurisdiction other than England and Wales):

(a) an administrator or a receiver (including any administrative receiver or manager) is appointed over the whole or any part of a party's assets; or

(b) in your case:

i. you have an order made or a resolution passed for the winding-up of your company or business or the appointment of a provisional liquidator (except in the case of a bona fide scheme of solvent amalgamation or reconstruction);

ii. you have an application for an administration order presented in respect of you or documents are filed with court for the appointment of an administrator 25 or notice of intention to appoint an administrator has been given by you, one of your directors or members or by a qualifying floating chargeholder in respect of you (as defined in paragraph 14 Schedule B1 Insolvency Act 1986);

iii. circumstances arise which entitle a court or a creditor to appoint a receiver or manager or entitle the court to appoint an administrator or make a winding-up order;

iv. if you have made any composition with your creditors generally;

v. a creditor or encumbrancer of yours attacks or takes possession of the whole or any part of your assets;

vi. a distress, execution, sequestration, or other such process is levied or enforced on or sued against the whole or any part of your assets which (in our reasonable opinion) puts your ability to fulfil your obligations to us at risk, and where such attachment or process is not discharged within 10 Working Days; or

(c) if the other party:

- i. suspends, or threatens to suspend, payment of its debts;
- ii. is unable to pay its debts as they fall due;
- iii. admits inability to pay its debts; or
- iv. is deemed unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or
- v. suspends or ceases to carry on all or a substantial part of its business;

**Intellectual Property Rights:** all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, semi-conductor topography rights, moral rights, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

**Large Letter** means a Mailing Item the dimensions of which meet the specifications for a large letter as set out in our User Guide;

**Letter** means a Mailing Item the dimensions of which meet the specifications for a letter as set out in our User Guide;

**Mailing Item** means a Letter or Large Letter;

**Mailmark barcode** means a barcode which is either a Royal Mail 2D data matrix barcode or a Royal Mail 4-state barcode which contains encoded data and offers eManifest and Batch level reporting;

**Mailmark Direct Data** means any data or information, including any personal data, that:

- (a) you supply to us via the eManifest or that we collate through automated processing of your Mailmark Mailings; and
- (b) is made available to you as part of the Mailmark Direct Data Reports on the terms of this Agreement.

For the avoidance of doubt, we will only provide Mailmark Direct Data in respect of General Large Letter items to the extent we process such items via our Large Letter automation machines;

**Mailmark Direct Data Reports** means the reports labelled as 'MDD Summary Report' and 'MDD Detail Report' in the Mailmark Direct Data Technical Specification that you will have access to pursuant to clause 3.3(b) of this Agreement and "Mailmark Direct Data Report' will be construed accordingly. The Mailmark Direct Data datasets that are included in each type of Mailmark Direct Data Report and the relevant format for each Mailmark Direct Data Report are further described in the Mailmark Direct Data Technical Specification;

**Mailmark Direct Data Technical Specification** means the Mailmark Direct Data Technical Specification as published on [www.royalmailwholesale.com/royal-mail-mailmark-direct-data](http://www.royalmailwholesale.com/royal-mail-mailmark-direct-data);

**Mailmark Mailing(s)** means a Batch or multiple Batches of Mailmark barcode Mailing Items declared on the eManifest;

**Mail Originator** means the Participant in the Supply Chain on whose behalf the Mailmark barcode Mailing Items are being produced and delivered;

**Mail Producer** means the Participant in the Supply Chain that is responsible for producing (including printing and enclosing) the Mailmark barcode Mailing Items;

**Material Change** means a change to the manner in which we provide you with the Mailmark Direct Data Reports that if implemented would require a change and/or update to your information technology infrastructure or systems to allow you to continue to receive the Mailmark Direct Data Reports;

**Minor Change** means a change to the manner in which we provide you with the Mailmark Direct Data Reports, that if implemented would require only a minor or trivial change and/or update to your information technology infrastructure or systems to allow you to continue to receive the Mailmark Direct Data Reports;

**Non-Technical Change** means a change to the Mailmark Direct Data Technical Specification that requires no change and/or update to your information technology infrastructure or systems to allow you to continue to receive the Mailmark Direct Data Reports;

**Participant** means for a Mailmark Mailing, the participant is each of the Bill Payer, Carrier, Mail Originator, and Mail Producer that together make up a Supply Chain;

**Regulator** means Ofcom, or any successor body that is appointed to fulfil its functions;

**Retail Customer** means a customer who has signed up to the Retail Mailmark Contract;

**Retail Mailmark Contract** means Royal Mail Mailmark Retail Terms (including, for the avoidance of doubt, the Royal Mail Mailmark® Terms and Conditions and the User Guide);

**Supply Chain** means the combination of all of the four Participants (Bill Payer, Carrier, Mail Originator, Mail Producer) that is required for each Mailmark Mailing relating to those specific Participants;

**Supply Chain ID (SCID)** means the unique identifier assigned to each Supply Chain;

**Technical Specification Change Forum** means a forum made up of members who have signed up to this Agreement;

**User Guide** means (i) in the context of an Access Customer the document entitled Access Letters User Guide for Inward Mail Centres which is published by us at [dms.royalmailwholesale.com/document/1](https://dms.royalmailwholesale.com/document/1), as may be changed by us from time to time and, (ii) in the context of a Retail Customer the User Guide for Marketing, Publishing and General Correspondence Products which is published by us at [www.royalmail.com/terms-and-conditions](https://www.royalmail.com/terms-and-conditions) as may be changed by us from time to time; and

**Working Day** means any day which is not a Sunday, bank holiday, public holiday or a non-service day approved as such by the Regulator.

## **2 Terms**

2.1 The terms of this Agreement shall take effect from the date set out on the front of the Agreement and shall continue to have effect until the earlier of:

- (a) the date this Agreement is terminated in accordance with its terms; or
- (b) the termination or expiry of the Retail Mailmark Contract, or Schedule 20 (Royal Mail Mailmark) of the Access Contract, (as applicable) between you and us that contract (howsoever occurring).

2.2 Only Participants in a Supply Chain shall be able to enter into, and benefit from the terms of this Agreement.

## **3 Disclosure of the Mailmark Direct Data**

3.1 You give us your consent to use the Mailmark Direct Data on the terms of this Agreement.

3.2 Subject to you complying with this Agreement and in particular provided you supply the information requested in the Mailmark Direct Data Technical Specification, we will provide you the Mailmark Direct Data Reports free of charge.

3.3 You acknowledge, accept and consent to the following:

- (a) that we may enter into similar Mailmark Direct Data arrangements with Participants of your Supply Chain on the same, or similar terms of this Agreement;
- (b) the disclosure of your Mailmark Direct Data and the Mailmark Direct Data Reports to any Participant within your Supply Chain,

and to the maximum extent permitted by law we shall under no circumstances be liable to you for any losses that you may suffer (whether under contract, tort or any other category of law) as a consequence of any disclosures of Mailmark Direct Data and/or the Mailmark Direct Data Reports we make as contemplated in this Clause 3.3.

## **4 Access to the Mailmark Direct Data Reports**

4.1 You may access and download the Mailmark Direct Data Reports through a secure directory as set out in the Mailmark Direct Data Technical Specification.

4.2 We will provide you with a unique user name and password as part of our security procedures and you must treat such information as confidential and not share them with any third parties. If you disclose the username and password to any third party, you will be liable for any loss or damage that we or the other Participants in your Supply Chains may incur due to any unauthorised access to our systems and/or to the Mailmark Direct Data.

4.3 We have the right to disable any user name or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with Clause 4.2.

## **5 Licence**

5.1 Subject to clause 5.3, we hereby grant you a non-exclusive, non-transferable licence, during the term of this Agreement only, subject to the restrictions set out below in clause 8.2, to do the following in relation to the Mailmark Direct Data and the Mailmark Direct Data Reports (**Mailmark Direct Data Licence**):

- (a) access, view and use the Mailmark Direct Data and the Mailmark Direct Data Reports for the purpose of:
  - (i) processing the Mailmark Direct Data within your own business systems;
  - (ii) using the Mailmark Direct Data in conjunction with other data you hold to add value to your business and customer processes;
  - (iii) managing your commercial relationship with us including the creation of invoices and the assessment and resolution of Mailmark adjustments;
  - (iv) storing the Mailmark Direct Data and the Mailmark Direct Data Reports on your systems;
  - (v) distributing the Mailmark Direct Data and the Mailmark Direct Data Reports internally to your Customer Users, to other Participants in the Supply Chain;
  - (vi) using the Mailmark Direct Data to facilitate the development of your products and services.

5.2 Except as expressly provided in this Agreement, you must not use the Mailmark Direct Data or the Mailmark Direct Data Reports (wholly or in part) for any purpose other than the purposes set out in clause 5.1 without our consent.

5.3 We may revoke the Mailmark Direct Data Licence at any time with immediate effect if required to do so following any change in the law, for any regulatory reasons, or on termination of this Agreement.

## **6 Confidentiality**

6.1 If you have an existing contract with us, you agree that the operation of this Agreement, whether with you, any other Participant does not constitute any breach of the confidentiality provisions in that contract.

6.2 You and we must treat the terms and conditions of this Agreement and any Confidential Information as confidential and must not disclose the Confidential Information to any third party, without the other party's written consent. However, this does not apply where:

- (a) the disclosure is permitted under this Agreement;
- (b) the disclosed information was known to the party receiving the information before the information was disclosed to it by the other party;
- (c) we are disclosing the Confidential Information to an Authorised Party;
- (d) you and we agree in writing that the information is not confidential or may be disclosed; or
- (e) where the disclosure is made to a professional advisor or consultant as they reasonably and necessarily require access to the same for the purpose of fulfilling their professional obligations to you or advising you in relation to the terms contained herein.

6.3 Where Confidential Information is disclosed to third parties (including Authorised Parties) in accordance with clause 6.2, the disclosing party shall ensure that every person to whom disclosure is made pursuant to clause 6.2:

- (a) uses such Confidential Information solely for such purposes; and
- (b) complies with clause 6 to the same extent as if it were a party to this Agreement.

6.4 Each of us shall only use the other's Confidential Information to perform obligations under this Agreement.

## **7 No Warranty**

7.1 The information in the Mailmark Direct Data is only an indication of the performance of a Batch.

7.2 There will always be a proportion of Mailing Items that are not read by our processing machines. Without limiting clause 7.3, no warranty is given or implied by law or otherwise that:

- (a) the information in the Mailmark Direct Data Reports will be completely accurate, comprehensive or fit for purpose; or
- (b) the Mailmark Direct Data or the Mailmark Direct Data Reports will be free from bugs, errors or any viruses.

7.3 The Mailmark Direct Data and the Mailmark Direct Data Reports are provided to you on an as is basis and we give no warranties in relation to the Mailmark Direct Data, the Mailmark Direct Data Reports and/or the information in them and any warranties in relation to them or their information which may be implied by law or otherwise, are excluded to the extent permitted by law.

## **8 Your responsibilities**

8.1 You will be responsible for the following:

- (a) maintaining the email address supplied to us;
- (b) complying at all times with the Mailmark Direct Data Technical Specification;
- (c) notifying us as soon as possible if you believe, or become aware that, you have been made a Participant of a Supply Chain in error; and
- (d) notifying us if any third party gains access to your username or password.

8.2 You will:

- (a) limit access to the Mailmark Direct Data and the Mailmark Direct Data Reports to the Customer Users, other Participants in the Supply Chain;
- (b) securely store the Mailmark Direct Data and the Mailmark Direct Data Reports using technical and organisational measures that are no less secure than those used by you to store your own data;
- (c) only make copies of the Mailmark Direct Data and the Mailmark Direct Data Reports in compliance with Data Protection Legislation;
- (d) not use the Mailmark Direct Data or the Mailmark Direct Data Reports for any purpose contrary to any law or regulation or any regulatory code, guidance or request;

- (e) not extract, reutilise, use, sell, exploit, redistribute, disseminate, re-disseminate, copy or store the Mailmark Direct Data for any purpose not expressly permitted by this Agreement; and
- (f) not do anything which may damage our reputation or the Mailmark Direct Data, including by way of using the Mailmark Direct Data or the Mailmark Direct Data Reports (wholly or in part) in any manner which is immoral, obscene, defamatory, harmful, offensive, fraudulent or otherwise unlawful.

## **9 Intellectual Property (IP) Rights**

9.1 You acknowledge that:

- (a) all Intellectual Property Rights in the Mailmark Direct Data and/or Mailmark Direct Data Reports we supply to you are our property or the property of our licensors, as the case may be; and
- (b) you shall have no rights in or to the Mailmark Direct Data or the Mailmark Direct Data Reports other than the right to use it in accordance with the express terms of this Agreement.

9.2 You will, and will use all reasonable endeavours to procure that any necessary third party will, at your cost, promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.

## **10 Audit and non-compliance**

10.1 We must be reasonably satisfied at all times that you can comply, and are complying, with the terms of this Agreement. To satisfy us of your ability to comply and your continued compliance with those terms, you agree, among other things, to allow us to carry out a compliance audit in line with clauses 10.2 and 10.3 of this Agreement.

10.2 At any time while this Agreement is in effect, and if requested by us on not less than five Working Days' notice, you agree to allow us to carry out a compliance audit of your use of the Mailmark Direct Data. 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 where such access is reasonably required by us for the purpose of our audit.

10.3 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. We undertake to keep confidential any information you provide to us and to use that information for the sole and exclusive purpose of auditing your compliance with the terms of this Agreement.

10.4 Whether or not we carry out an audit, it is your responsibility to ensure you keep the Mailmark Direct Data secure and you only use the Mailmark Direct Data in accordance with the terms of this Agreement.

## **11 Changes to the Agreement & Termination**

11.1 We reserve the right to change at any time the Agreement in respect of:

- (a) any change which is not a change to the Mailmark Direct Data Technical Specification, by giving you at least 70 days prior written notice;



- (b) any Material Change either:
    - (i) in accordance with the process for dealing with such changes, such process to have been agreed in writing between Royal Mail, and at least 75% of Eligible Members (“**Material Change Process**”); or
    - (ii) where limb 11.1(b)(i) does not apply, because at the date of the proposed change, either the Technical Specification Change Forum is not functioning or there is no agreed Material Change Process in place which sets out how such change should be dealt with, by providing you with at least 90 days prior written notice provided that we have first obtained written agreement of 75% of entities whom at the time of the proposed change are signatories of these Royal Mail Mailmark Direct Data terms; or
  - (c) any Minor Change by giving you at least 70 days prior written notice.
- 11.2 We reserve the right to make a Non-Technical Change without giving you prior notice, however we will publish any such changes as soon as reasonably possible on [www.royalmailwholesale.com/royal-mail-mailmark-direct-data](http://www.royalmailwholesale.com/royal-mail-mailmark-direct-data).
- 11.3 You may, once the Material Change Process is fully functioning, propose a Material Change or Minor Change in accordance with the process for dealing with such changes as has been agreed in accordance with 11.1(b)(i).
- 11.4 We may, acting reasonably and on giving reasonable notice (on giving at least 120 days' prior notice), cease to provide Mailmark Direct Data in which case we shall not owe you any liability whatsoever (whether under contract, tort or any other category of law) for any loss or damage you may incur if we decide to exercise our right under this clause 11.4.
- 11.5 Regardless of any other term of this Agreement, a party may terminate, or suspend 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;
  - (c) they are in breach of their rights or obligations set out at clause 12 (*Data Protection*), or clause 4 (Release of Mailmark Direct Data to Authorised Parties); or
  - (d) the Retail Mailmark Contract, or Schedule 20 (Royal Mail Mailmark) of the Access Contract (as applicable) you have with us is terminated for any reason.
- 11.6 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.
- 11.7 Upon termination or expiry of this Agreement (howsoever occurring) you shall make reasonable efforts to destroy the Mailmark Direct Data unless you have written permission from us to retain it.

11.8 For the avoidance of doubt, the termination or expiry of this Agreement, or for the duration of any period of suspension, shall not affect the terms of any other contract you have with us and those terms will continue to apply in their entirety.

## **12 Data protection**

12.1 Where either party processes, collects or provides personal data under or in connection with this Agreement, each party must comply with the Data Protection Legislation.

12.2 This Agreement details the data to be shared, the purpose and basis for sharing the data and the recipients of the data where both parties are both acting as a data controller.

12.3 Each party agrees, in relation to any requests or correspondence which relate to or impact upon personal data processed under or in connection with this Agreement, to co-operate with one another in responding to:

- (a) any requests made by data subjects exercising their rights under the Data Protection Legislation;
- (b) any correspondence from the Information Commissioner's Office or other relevant regulatory authority.

12.4 Each party will notify the other party promptly upon becoming aware of any actual or suspected personal data breach where such personal data is processed under or in connection with this Agreement and together with such notice, will provide a written description of the personal data breach particulars.

12.5 Each party will, where appropriate, cooperate reasonably to support their respective compliance with the rights of the data subjects of personal data which each party processes as a data controller under or in connection with this Agreement.

12.6 For the purposes of this clause 12, "data controller", "data processor", "data subject", "personal data", "personal data breach" and "processing" (and "process" and "processes" will be construed accordingly) shall have the meanings ascribed to them in the General Data Protection Regulation (EU) 2016/679 and any national implementing laws, regulation(s) and secondary legislation.

## **13 Liability**

13.1 Neither party excludes or limits liability to the other party for:

- (a) fraud or fraudulent misrepresentation;
- (b) death or personal injury caused by negligence;
- (c) a breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d) any matter in respect of which it would be unlawful for the parties to exclude liability.

13.2 Subject to clause 13.1, neither party will in any circumstances be liable to the other under or in connection with this Agreement, whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:

- (a) loss of profit;
- (b) loss of revenue;
- (c) loss of contracts;
- (d) loss of business;
- (e) loss of anticipated savings;
- (f) loss or damage to goodwill;
- (g) any indirect or consequential loss.

13.3 Subject to clauses 13.1 and 13.2, the total liability of either party arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise shall not exceed £100,000.

#### **14 Notices**

14.1 All notices and other communications (excluding invoices) to be served on or given to either party under this Agreement shall be given in writing and sent by recorded delivery or email to that party's commercial contact.

14.2 A notice is classed as having been given:

- (a) if sent by recorded delivery, at the time of delivery;
- (b) if sent by email, when received at the place it was sent to (and if an out of office message is received the notice is classed as having been received) unless the time you or we receive the notice is after 5pm on any Working Day in which case we shall class the notice as having been received at 9am on the next Working Day.

14.3 Notices sent by email and for which the sender has received an automatic report or reply that the email was not successful or was undeliverable are classed as not having been sent.

#### **15 General**

15.1 If we are prevented from performing an obligation to you under this Agreement by circumstances outside of our reasonable control, we will be released from that obligation and will not be liable for any failure to perform it provided that for as long as such event applies we will make reasonable efforts to resume performance as soon as possible.

15.2 You may assign or subcontract any or all of your rights and obligations under this Agreement, subject to providing us with prior written notice and we have consented to such dealing in writing.

15.3 We may at any time and without obtaining your consent assign any or all of our rights and obligations under this Agreement to any company forming part of our corporate group.

15.4 Subject to clause 15.2, we recognise that you may use sub-contractors and agents. You must:

- (a) ensure that they comply with the terms of this Agreement (in so far as it applies to them); and

- (b) you remain responsible for meeting your obligations under this Agreement and for any of acts or omissions of your sub-contractors and agents in respect of the Mailmark Direct Data and the Mailmark Direct Data Reports.
- 15.5 This Agreement is deemed to have been made in England and is subject to the laws of England. You and we agree to submit to the exclusive jurisdiction of the courts of England.
- 15.6 If any court with the correct authority finds any of these provisions to be invalid, illegal or unenforceable, this will not affect the other provisions of this Agreement.
- 15.7 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.
- 15.8 In the event of any inconsistency, ambiguity or discrepancy between this Agreement and any other contract you may have with us, this Agreement shall have priority in relation to matters concerning this Agreement.
- 15.9 Nothing in this Agreement is intended to confer any benefit or any right on any person to enforce any term of it which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
- 15.10 If you have an Access Contract with us, you agree that the introduction of the Mailmark Direct Data 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, this Agreement does not count towards the number of changes permitted under clause 13.2.3 of the Access Contract.
- 15.11 This Agreement may be executed by email confirmation by you and us.
- 15.12 Each party provides the other with £1 as mutual consideration in addition to all other mutual consideration.

Please sign below to confirm your acceptance of the terms and conditions of this Agreement

<b>Signed by [insert name of signatory]</b> duly authorised for and on behalf of <b>Royal Mail Group Limited</b>	
<b>Signed by [insert name of signatory]</b> duly authorised for and on behalf of <b>[registered name of Customer]</b>	