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ROYAL MAIL GROUP LTD

and

[THE CUSTOMER]

CONDITION 9 ACCESS PREMIUM AGREEMENT
(AGENCY OPERATOR)

Contents

1.	Definitions and interpretation	3
2.	Commencement and duration	9
3.	Services and the Schemes	10
4.	Postage	11
5.	Health and safety and indemnities	12
6.	Liability	12
7.	Force Majeure	13
8.	Termination	13
9.	Confidentiality	16
10.	Notices	18
11.	Payment Terms	19
12.	Dispute Resolution	20
13.	Variations	21
14.	Assignment and Sub-contracting	23
15.	Intellectual Property rights	23
16.	Indicium	24
17.	Euro	25
18.	Miscellaneous	25
	Schedule 1 - The Services and Access to Postal Facilities	27
	Schedule 2 - Access Premium Charges	41
	Schedule 3 - Indicium	42
	Schedule 4 - Royal Mail Access Indicator Licence	43
	Schedule 5 - Agency Customer Agreement	47
	Schedule 6 - Segregated Pre-sorted Agency Customer Postings	50
	Signatures	51

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BETWEEN

1. **Royal Mail Group Ltd**, registered in England and Wales with number 04138203 whose registered office is at 100 Victoria Embankment, London EC4Y 0HQ (**Royal Mail**); and
2. **[Company registered name]**, registered in **[Country]** with number **[company registration number]** whose registered office is at **[registered address]** (**the Customer**).

RECITALS

- (A) Royal Mail is the owner and operator of Postal Facilities and is authorised by the Licence to convey letters from one place to another in the United Kingdom subject to various conditions including the obligation to provide a universal postal service in the United Kingdom.
- (B) The Customer is an intermediary who processes and/or transports mail on behalf of third parties and/or is authorised by licence to carry letters from one place to another in the United Kingdom subject to various conditions, and who has entered into an Access Agreement.
- (C) The Customer wishes to obtain access to the Postal Facilities under Condition 9 of the Licence for itself and as Agent on behalf of Agency Customers (as defined below) in each case at the price and on the terms set out in this Agreement.
- (D) Royal Mail has developed four postal zones applicable to the UK (**Zones**) based on the delivery density of Postcode Sectors. Details of the Zones and the Postcode Sectors which fall within each Zone may be amended in accordance with this Agreement and shall be published by Royal Mail from time to time.
- (E) Nothing in this Agreement shall prevent the Customer from applying to the Commission under Condition 9 of the Licence in respect of arrangements for accessing Royal Mail's delivery offices or Postal Facilities in a manner not covered by this Agreement.
- (F) The Customer accepts Royal Mail's need to revenue protect Mailing Items accurately and that in the absence of a means of identifying which Mailing Items are affected by any errors, Royal Mail would have to take the view that errors occur in the Daily Posting as a whole. Accordingly, the Customer has agreed a means of identifying individual Postings of its Originating Customers and Agency Customers.
- (G) The Parties recognise that it is desirable to avoid operational inefficiencies. The terms of this Agreement lay down a number of measures, such as maximised container utilisation in order to ensure high levels of efficiency.
- (H) In order to provide mail users with a range of services and contracting options, such mail users who wish to receive such services may become party to the relevant parts of this Agreement by entering into an Agency Customer Agreement.

IT IS AGREED

1. **Definitions and interpretation**

1.1 In this Agreement:

Access Agreement means an agreement between Royal Mail and a postal operator or

user (as each of those terms is defined in the Act) following a request by such postal operator or user under Condition 9 of the Licence which permits access to the Postal Facilities;

Access Premium Charges	means the charges set out in Schedule 2;
Access Premium 120	means the sortation by the Customer of Mailing Items into circa 88 selections in accordance with the User Guide;
Access Slot	has the meaning ascribed thereto in paragraph 3.5 of Schedule 1;
Access Window	has the meaning ascribed thereto in paragraph 3.4 of Schedule 1;
Accounting Period	means Royal Mail's four or five week accounting period;
Act	means the Postal Services Act 2000;
Affiliate	means, in relation to any company, a company which is either a holding company or a subsidiary of such company, or a company which is a subsidiary of a holding company of which such company is also a subsidiary;
Agency Customer	Means a person who has entered into an Agency Customer Agreement;
Agency Customer Agreement	means the deed in the form set out in Schedule 5;
Agency Customer Services	means the services provided by Royal Mail to an Agency Customer under an Agency Customer Agreement as more particularly described in Schedule 1 as the same may be amended or added to from time to time under clause 13;
Agency Posting	means the total amount of Mailing Items which the Customer receives from an Agency Customer, for delivery by Royal Mail under an Agency Customer Agreement and which the Customer hands over on any single Handover Day to Royal Mail for conveyance and delivery by Royal Mail to the relevant addresses;
Agreement	means this agreement between Royal Mail and the Customer (as it may be amended, varied or supplemented from time to time in accordance with its provisions) and includes the Schedules hereto and the Premium User Guide;
Christmas and New Year Period	means the period commencing on the first Monday in December in any year and ending at the start of the first Handover Day immediately following New Year public holiday or, in Scotland, at the start of the first Handover Day immediately following Scottish New Year public holiday;
Client Report	has the meaning given in paragraph 9.8 of Schedule 1;
Commencement Date	means [Date], or such later date as the Parties may agree;
Commission	means the Postal Services Commission for the period up to and including the 30 th September 2011 and thereafter the Office of

	Communications, or such successor body as is appointed to those functions;
Compensation Target	has the meaning ascribed thereto in paragraph 1.7 of Schedule 1;
Confidential Information	means all information of a confidential nature disclosed, whether in writing, orally or by any other means (directly or indirectly) by one party to the other before or after the date of this Agreement and in respect of the subject matter of this Agreement;
Consolidated Posting	means the total amount of Mailing Items which the Customer hands over on any single Handover Day to Royal Mail for conveyance and delivery which are not identified by the Customer as an Originating Customer Posting (although the originating customer may be identified);
Credit Account	means the credit account operated in accordance with clause 11;
Customer Access Indicator	means the marks, impressions or other devices of the Customer to be shown on each Mailing Item to be conveyed and delivered under this Agreement, initially as set out in Schedule 3 (subject to operational testing) but as may be amended from time to time by the agreement of the Parties, Royal Mail not to unreasonably withhold or delay its agreement;
Customer Hub	means [address] or such other location agreed by the Parties from time to time;
Daily Posting	means the total amount of Non-Agency Postings and Agency Postings handed over by the Customer on any single Handover Day to Royal Mail for conveyance and delivery by Royal Mail to the relevant addresses;
Delivery Point	means a postal address (business or residential) to which mail is delivered from time to time;
FOIA	means the Freedom of Information Act 2000;
Force Majeure	has the meaning given to it in clause 7;
Handover Day	means any 24 hour period between 00:31 – 00:30 in which Royal Mail accepts the handover of Mailing Items under this Access Premium Agreement;
Indicium	has the meaning ascribed thereto in paragraph 6.2 of Schedule 1;
Intellectual Property Rights	means any copyright, database rights, designs (registered and unregistered), patents and trade marks and including any inventions, processes, software, formulae, technology (whether patentable or not), data, drawings, specifications, semiconductor topography rights, business or trade secrets, technical information, confidential information, know-how, business names, trade names, brand names and get-up and any similar rights existing in any country and all legal equitable and other rights in any of them;
Inward Mail Centre	means a Royal Mail inward mail centre;
Large Letter	Means a Mailing Item which is not a Letter, is of uniform thickness

across the surface of the item, no larger than 353mm x 250mm, no thicker than 25mm, and no heavier than 750g;

Letter	means a mailing item no larger than 240mm by 165mm, no smaller than 100mm by 70mm, no thicker than 5mm and no heavier than 100g;
Licence	means the licence granted to Royal Mail by the Commission pursuant to section 11 of the Act dated 23 March 2001 (as amended on 1 April 2003, 2 November 2005, and 25 May 2006 and subsequently from time to time), or to any Regulatory Conditions imposed by the Commission from the 1 st October 2011, as the case may be;
Mailing Item	means a Letter, Large Letter, or Packet, as the case may be, in a Posting;
Manifest	has the meaning ascribed thereto in paragraph 9.1 of Schedule 1;
Non-Agency Posting	means the total amount of Mailing Items which are not part of an Agency Posting which the Customer hands over on any single Handover Day to Royal Mail for conveyance and delivery by Royal Mail to the relevant addresses;
OCR (Optical Character Recognition)	means, in relation to a Letter or Large Letter, that the address of that Letter has been printed in accordance with the OCR specification set out in the User Guide such that it is capable of being read by Royal Mail's automated mail sortation machinery;
Originating Customer	means a customer of the Customer identified as such in accordance with paragraph 2.7 of Schedule 1;
Originating Customer Posting	means the total amount of Originating Customer Mailing Items which the Customer hands over on any single Handover Day to Royal Mail for conveyance and delivery by Royal Mail to the relevant addresses;
Packet	means a Mailing Item which is not a Letter, nor a Large Letter and which is larger than 70mm by 100mm, no larger than 460mm by 610mm by 460mm (or, if a tubular packet, the length plus twice the diameter does not exceed 1040mm with a maximum length of 900mm), and no heavier than 2kg;
Parties	means Royal Mail and the Customer, and "Party" will be construed accordingly;
Performance Rebate Amount (PRA)	has the meaning ascribed thereto in paragraph 1.8 of Schedule 1;
Pool	has the meaning ascribed thereto in paragraph 8.1 of Schedule 1;
Postage	means the amount payable by (i) the Customer to Royal Mail in respect of each Daily Posting; and (ii) each Agency Customer to Royal Mail in relation to its Agency Posting;
Postal Facilities	means the physical and human resources and systems deployed by Royal Mail and by its contractors and agents for the purpose of meeting Royal Mail's obligations under the Licence to provide a universal postal service including for the purposes of this Agreement Inward Mail Centres;
Postcode	means an alphanumeric code owned and developed by Royal Mail and allocated by Royal Mail to identify a Delivery Point or group of

	Delivery Points;
Postcode Area	means the first (either one or two) letter(s) of a Postcode used to identify a geographical area for the delivery of mail;
Postcode District	means the first three or four alphanumeric digits of an outward Postcode used to identify a geographical area for the delivery of mail;
Postcode Sector	means the first two, three, or four alphanumeric digits of an outward Postcode plus the first numeric digit of the inward Postcode, and is used to identify a geographical area for delivery of mail;
Posting	means the total amount of Mailing Items each day which the Customer hands over to an individual Inward Mail Centre for conveyance and delivery by Royal Mail to the relevant addresses;
Posting Docket	means the certificate containing details of Daily Posting which enables Royal Mail to calculate the Postage, the use of which is specified in the Premium User Guide;
Premium User Guide	means the Condition 9 Access Service for Inward Mail Centres User Guide document as published and amended by Royal Mail from time to time under clause 13 and provided to the Customer;
Pre-sorted Agency Posting	means an Agency Posting which has been pre-sorted by an Agency Customer in accordance with the User Guide before hand over to the Customer;
Regulatory Conditions	means the conditions the Office of Communications determines persons providing postal services will be subject to which may be imposed under Part 3 of the Postal Services Act 2011, as may be amended from time to time;
Royal Mail Access Indicator	means the mark, impression or other device of Royal Mail to be shown on each Mailing Item to be conveyed and delivered under this Agreement, initially as set out in Schedule 3 (other than in respect of the licence number which will be determined once a Credit Account has been set up for the Customer) but as may be amended from time to time by the agreement of the Parties, the Customer not to unreasonably withhold or delay its agreement;
RSC or Rigid Stackable Container	means a caged container used for the purposes of moving or transporting Mailing Items;
Scheme	means the Post Office Inland Letter Post Scheme IL1/2000 (as amended from time to time) and any replacement or similar Scheme or Schemes (and any amendments thereto) relating to inland postal services made or deemed to have been made by Royal Mail from time to time under section 89 of the Act;
Services	means those services identified as such in paragraph 1 of the Premium User Guide as more particularly described in Schedule 1, as the same may be amended or added to from time to time under clause 13;
Service Standard	has the meaning ascribed thereto in paragraph 1.5 of Schedule 1;
Service Standard Period	means during the first year of this Agreement the period from the Commencement Date until 31 March and in each subsequent year the period of 12 months ending on 31 March, in each case excluding

	the Christmas and New Year Period;
Surcharge	means in respect of a Mailing Item an amount representing the costs reasonably incurred by Royal Mail in remedying the relevant instance of non-compliance in respect of that Mailing Item;
Tolerance	has the meaning ascribed thereto in paragraph 3.13 of Schedule 1;
Under Volume Bag/Tray	means a bag/tray which is not filled with the minimum items by the Customer in accordance with paragraph 5.3 of Schedule 1;
Valuable Items	<ul style="list-style-type: none"> • Jewellery (including diamonds and precious stones); watches (the cases of which are made totally or mainly of precious metal); any precious metal that has been made to add value to the raw material; and any similar articles with a value other than the value of the workmanship); and • Money (including, coins, bank notes, postal orders, cheques); unused postage and revenue stamps and National Insurance stamps; exchequer bills, bills of exchange, promissory notes and credit notes; bonds, coupons and other investment certificates; and coupons, vouchers, tokens, card, stamps and other documents that can be exchanged for money, goods or services;
Working Day	means any day which is not a Sunday, bank holiday, public holiday or Royal Mail non-service day;
York	means a Royal Mail caged trolley used for the purposes of moving or transporting trays and bags of mailing items; and
Zones	has the meaning ascribed thereto in recital D to this Agreement.

1.2 In this Agreement (except where the context otherwise requires):

- 1.2.1 any reference to a recital, clause or Schedule is to the relevant recital, clause or Schedule of or to this Agreement and any reference to a sub-clause or paragraph is to the relevant sub-clause or paragraph of the clause or Schedule in which it appears;
- 1.2.2 the clause and paragraph headings and sub-headings are included for convenience of reference only and shall not affect the interpretation of this Agreement;
- 1.2.3 use of the singular includes the plural and vice versa;
- 1.2.4 use of any gender includes the other genders;
- 1.2.5 where a word or expression is defined, cognate words and expressions shall be construed accordingly;
- 1.2.6 the words **include**, **including** and **in particular** shall be construed as being by way of illustration or emphasis and shall not limit or prejudice the generality of the foregoing words;
- 1.2.7 reference to a party to this Agreement includes its successors and permitted assigns;

- 1.2.8 reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- 1.2.9 a reference to this Agreement or any other document referred to in this Agreement is a reference to this Agreement or that other document as amended, varied, novated or supplemented (other than in breach of the provisions of this Agreement) at any time;
- 1.2.10 any reference to a **day** (including within the phrase **Working Day**) shall mean a period of 24 hours running from midnight to midnight;
- 1.2.11 any reference to a **month**, shall mean each period of 28, 29, 30 or 31 days, as the case may be; and
- 1.2.12 any reference to a **year**, shall mean each period of 12 months from the Commencement Date.
- 1.3 The Schedules and the Premium User Guide form part of this Agreement and shall have effect as if set out in full in the main body of this Agreement and any reference to this Agreement includes the Schedules and the Premium User Guide. In the event of there being any conflict between the wording of the Premium User Guide and the main body of this Agreement or the Schedules, the terms of the main body of the Agreement or the Schedules shall prevail (but subject to paragraph 4 of Part 2 of Schedule 4). For the avoidance of doubt, the Premium User Guide is intended to expand upon the obligations set out in the main body of the Agreement and the Schedules, and any such expansion on those obligations shall not be treated as an inconsistency between the main body of the Agreement or the Schedules and the Premium User Guide.

2. Commencement and duration

This Agreement shall commence on the date of signature subject to access to Postal Facilities not being permitted until the Commencement Date and shall continue until terminated in accordance with the terms of this Agreement.

3. Services and the Schemes

- 3.1 Royal Mail agrees by way of allowing access to its Postal Facilities to provide:
- 3.1.1 the Customer with the Services from the Commencement Date; and
- 3.1.2 each Agency Customer with the Agency Customer Services from the date that Royal Mail and the Agency Customer enter into an Agency Customer Agreement, and to observe and perform its obligations in accordance with this Agreement.
- 3.2 The Customer and each Agency Customer agrees to observe and perform its obligations in accordance with this Agreement and the relevant Agency Customer Agreement.
- 3.3 The Customer shall send each Agency Customer Agreement signed by an Agency Customer to Royal Mail for counter-signature. The Customer must not hand over Agency Postings from that Agency Customer until Royal Mail Wholesale has executed an Agency Customer Agreement in relation to that Agency Customer. As soon as practicable following receipt by Royal Mail of a signed Agency Customer Agreement, Royal Mail shall undertake standard customer checks in accordance with its published policy. Provided that the Agency Customer concerned satisfies such standard checks Royal Mail will execute such Agency Customer Agreement. Royal Mail will do so as soon practicable and in any event within 28 days of receipt of that Agency Customer Agreement.

- 3.4 The Customer shall ensure that as soon as the average Pre-sorted Agency Posting by an Agency Customer listed in Schedule 6 over any consecutive three month period
- 3.4.1 exceeds 500 trays it shall notify, document, and present each subsequent Pre-sorted Agency Posting by that Agency Customer separately in accordance with Schedule 1 and the User Guide and physically segregated from Non-Agency Postings and other Agency Postings unless and until the average daily Pre-sorted Agency Posting by that Agency Customer falls below 500 trays during a subsequent three month period; and
- 3.4.2 exceeds 3000 trays it shall notify, document, and present each subsequent Pre-sorted Agency Posting by that Agency Customer separately in accordance with Schedule 1 and the User Guide and physically segregated from Non-Agency Postings and other Agency Postings and ensure that Pre-sorted Agency Posting is not combined with any other Pre-sorted Agency Posting in the same York unless and until the average Pre-sorted Agency Posting by that Agency Customer falls below 3000 trays during a subsequent consecutive three month period.
- 3.5 Save as permitted by clause 3.6, a Pre-sorted Agency Posting is physically segregated provided it is not physically amalgamated with other Pre-sorted Agency Postings and is readily identifiable when handed over to Royal Mail.
- 3.6 Subject to clause 3.4.2, the Customer may combine in the same York Pre-sorted Agency Postings of different Agency Customers which are to be presented in accordance with clause 3.4.1 provided that it
- 3.6.1 provides Royal Mail in relation to each such York accompanying documentation in the form of a cage card attached to each York specifying precisely which Pre-sorted Agency Postings are in the York; and
- 3.6.2 undertakes all reasonable efforts to ensure that the Pre-sorted Agency Postings combined in a single York are not unnecessarily mixed.
- 3.7 The provisions of the Scheme insofar as not inconsistent with this Agreement are hereby incorporated into this Agreement.
- 3.8 The Customer shall be deemed to be the "sender" for the purposes of the Scheme (as incorporated).
- 3.9 The content of all Mailing Items handed over to Royal Mail under this Agreement and any Agency Customer Agreement by the Customer or by or on behalf of any Agency Customer or Originating Customer:
- 3.9.1 must comply with the British Codes of Advertising and Sales Promotion and any other code or guidance issued by the Advertising Standards Authority, or by any replacement or successor body, from time to time;
- 3.9.2 must not contain any "prohibited materials" (as defined in the Scheme);
- 3.9.3 must not contain any "restricted materials" (as defined in the Scheme), unless such Mailing Items and/or their contents meet Royal Mail's requirements for "restricted items" (as defined in the Scheme);
- 3.9.4 must comply with all relevant laws and regulations; and

3.9.5 must not contain any Valuable Items as defined in Schedule 2 of the Scheme.

3.10 Before sending any Mailing Item to any individual recipient using the Services provided by Royal Mail to the Customer and to any Agency Customer under this Agreement and any Agency Customer Agreement, the Customer and any Agency Customer must use their reasonable endeavours to ensure that the address of each recipient is checked against the latest version of the Mailing Preference Service's Suppression File, which can be obtained from the Mailing Preference Service, DMA House, 70 Margaret St, London, W1W 8SS.

4. Postage

4.1 The Customer shall calculate the Postage in accordance with Schedules 1 and 2 and the Premium User Guide on the occasion of each Daily Posting and shall provide full and accurate details of that calculation and Daily Posting in the Posting Docket(s) to Royal Mail in accordance with the Premium User Guide.

4.2 The Customer shall:

4.2.1 at all reasonable times and upon reasonable notice permit Royal Mail to inspect such of the Customer records relating to Daily Postings as Royal Mail might reasonably require in order to verify the details of each Daily Posting and the Postage payable thereon; and

4.2.2 co-operate with any reasonable request of Royal Mail for information in relation to each Daily Posting and the Postage payable thereon, save that this shall not oblige the Customer to identify its customers.

5. Health and safety and indemnities

5.1 The Customer shall not include in any Posting any bag weighing in excess of 11 kg, any letter tray weighing more than 10 kg, any loaded York weighing more than 250 kg or any loaded RSC weighing more than 750 kg. Royal Mail shall be entitled to refuse hand over of any such bags, letter trays, loaded Yorks or loaded RSCs.

5.2 The Customer shall procure that its personnel and any contractors comply with Royal Mail's health and safety policies whilst on Royal Mail premises and reasonable requests relating thereto. Royal Mail shall provide the Customer a copy of all such health and safety policies.

5.3 The Customer shall indemnify Royal Mail against any liability, loss or claim suffered or reasonably incurred by Royal Mail (or its employees, agents or contractors) as a result of any breach by it of clauses 5.1 and 5.2.

5.4 If Royal Mail wishes to make a claim under the indemnity in this clause 5, it shall:

5.4.1 notify the Customer of the relevant facts giving rise to that claim as soon as reasonably practicable (and in any event within 180 days) of it first becoming aware of the liability, loss or third party claim;

- 5.4.2 consult with the Customer as to the ways in which the circumstances giving rise to that claim and relevant losses connected with or arising from that claim may be prevented, restricted or mitigated;
- 5.4.3 take all reasonable steps to prevent, restrict or mitigate any or all of the same;
- 5.4.4 where relevant, not make any admission of liability, agreement or compromise with any person, body or authority in relation to the potential claim unless Royal Mail has first consulted with the Customer in respect of such admission, agreement or compromise and has given the Customer an opportunity to object to the same within a reasonable period of time;
- 5.4.5 where relevant, at all times disclose in writing to the other party all relevant information and documents relating to the potential claim or the matters which will or are likely to give rise to such claim and give the Customer such information as may reasonably be required.

6. Liability

- 6.1 It is hereby acknowledged and agreed by the Parties that:
 - 6.1.1 the treatment of all Mailing Items under this Agreement or an Agency Customer Agreement will be the same as in the case of ordinary mailing items and, in particular, Royal Mail does not in either case keep detailed records of conveyance or delivery of any Mailing Items; and
 - 6.1.2 Royal Mail shall not be responsible in any way whatsoever for any Mailing Item handed over in this Agreement or an Agency Customer Agreement once it has been delivered into the custody of any postal administration other than Royal Mail.
- 6.2 Except as provided in paragraph 1 of Schedule 1, neither Royal Mail nor its officers, servants or agents shall be liable to the Customer or its Agency Customers or to any other person for any loss of or damage to any Mailing Item dealt with by Royal Mail under this Agreement or an Agency Customer Agreement, or for any loss or damage arising from any delay in the conveyance or delivery of any such Mailing Item, howsoever any such loss or damage of any of the foregoing kinds was caused and whether caused by the negligence of Royal Mail, its officers, servants or agents or otherwise.
- 6.3 Neither Party shall be in breach of this Agreement or an Agency Customer Agreement, and shall not be liable to the other for its failure to perform its obligations under this Agreement if, and to the extent that, such failure results from the other party failing to perform any of its obligations under this Agreement.
- 6.4 Royal Mail accepts no liability for Mailing Items already damaged prior to hand over by the Customer at an Inward Mail Centre.
- 6.5 Neither Party shall be liable to the other for loss of profit or revenue or for consequential or indirect losses.
- 6.6 Nothing in this Agreement or an Agency Customer Agreement shall exclude or restrict either Party's liability for death or personal injury caused by negligence or fraudulent misrepresentation.

7. Force Majeure

If Royal Mail is unable to carry out any obligation under this Agreement due to any cause beyond its reasonable control (which shall include industrial disputes) (“**Force Majeure**”), it shall give prompt notice thereof with full details of such cause whereupon such obligation shall be suspended so far as it is affected by such cause during the continuance of such cause provided that Royal Mail shall promptly take all reasonable steps to eliminate the cause and resume performance (save in the case of industrial dispute).

8. Termination

8.1 If:

- 8.1.1 with the exception of payments by direct debit or cheque, the Customer fails to pay any Postage, Surcharges or other charges due under this Agreement within 30 days of the date of the relevant invoice provided that Royal Mail has first provided notice specifying an intention to terminate this Agreement and given a period of seven days to remedy that failure;
- 8.1.2 The Customer's cheque or direct debit payment is dishonoured or refused by the Customer's bank and the Customer does not make good the relevant payment within seven days of Royal Mail notifying the Customer that such cheque or direct debit payment has been dishonoured or refused;
- 8.1.3 the Customer uses the Services in any way which breaks the law that applies;
- 8.1.4 the Customer uses the Services fraudulently or in connection with any criminal offence; or
- 8.1.5 the Customer does anything which damages or may damage the reputation or business of Royal Mail or any member of Royal Mail Group;
- 8.1.6 The Customer commits any material or persistent breach of the terms and conditions of this Agreement and:
 - (i) the relevant breach is not capable of remedy; or
 - (ii) where the relevant breach is capable of remedy, the Customer has not remedied that breach within 30 days of being notified of the breach by Royal Mail together with the steps reasonably required to remedy the breach;
- 8.1.7 The Customer has an administrator or a receiver (including any administrative receiver or manager) appointed over the whole or any part of its assets or an order made or a resolution passed for winding-up of the Customer (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or if circumstances arise which entitle the court or a creditor to appoint a receiver or manager or which entitle the court to appoint an administrator or make a winding-up order or if the Customer has made any composition with its creditors generally;
- 8.1.8 the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;
- 8.1.9 a creditor or encumbrancer of the Customer attacks or takes possession of, or a distress, execution, sequestration, or other such process is levied or enforced on or

sued against, the whole or any part of its assets which, in the reasonable opinion of Royal Mail, puts at risk the Customer's ability to fulfil its obligations to Royal Mail, and such attachment or process is not discharged within 10 Working Days; or

8.1.10 the Customer suspends or ceases to carry on all or a substantial part of its business,

Royal Mail may terminate this Agreement by giving the Customer not less than seven days' notice.

- 8.2 Without prejudice to the right to terminate under clause 8.1, where the Commission has given its prior written approval, Royal Mail may terminate this Agreement at any time by giving the Customer 28 days' notice.
- 8.3 The Customer may terminate this Agreement by giving Royal Mail not less than seven days' notice if Royal Mail commits any material or persistent breach of the terms and conditions of this Agreement and:
- 8.3.1 the relevant breach is not capable of remedy; or
- 8.3.2 where the relevant breach is capable of remedy, Royal Mail has not remedied that breach within 30 days of being notified of the breach by the Customer together with the steps reasonably required to remedy the breach.
- 8.4 Without prejudice to the right to terminate under clauses 8.1 and 8.3, either Party may terminate this Agreement at any time by giving the other six months' prior written notice.
- 8.5 Termination by either Party of this Agreement shall be without prejudice to any other rights of either Party accrued up until the date of termination.
- 8.6 The termination of this Agreement howsoever caused shall not affect the coming into or the continuance in force of any obligations which expressly or by implication are intended to come into or continue in force on or after such termination including clause 9.
- 8.7 Royal Mail may terminate an Agency Customer Agreement immediately on written notice to that Agency Customer, having first notified the Customer of its intention to so terminate, if:
- 8.7.1 an Agency Customer has an administrator or a receiver (including any administrative receiver or manager) appointed over the whole or any part of its assets or an order made or a resolution passed for winding-up of that Agency Customer (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or if circumstances arise which entitle the court or a creditor to appoint a receiver or manager or which entitle the court to appoint an administrator or make a winding-up order or if the Agency Customer has made any composition with its creditors generally;
- 8.7.2 with the exception of payments by direct debit or cheque, an Agency Customer fails to pay any Postage, Surcharges or other charges due under the Agency Customer Agreement within 30 days of receipt of the relevant invoice provided that Royal Mail has first provided notice specifying an intention to terminate the Agency Customer Agreement and given a period of 7 days to remedy that failure;
- 8.7.3 an Agency Customer's cheque or direct debit payment is dishonoured or refused by its bank and it does not make good the relevant payment within 7 days of

Royal Mail notifying such Agency Customer that such cheque or direct debit payment has been dishonoured or refused;

8.7.4 an Agency Customer commits any material or persistent breach of the terms and conditions of the Agency Customer Agreement and:

- (i) the relevant breach is not capable of remedy; or
- (ii) where the relevant breach is capable of remedy, the Agency Customer has not remedied that breach within 30 days of being notified of the breach by Royal Mail together with the steps reasonably required to remedy the breach provided that a copy of any notice served by Royal Mail pursuant to this clause 8.7.4 (ii) will also be served on the Customer at the same time;
- (iii) the Agency Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;
- (iv) a creditor or encumbrancer of the Agency Customer attacks or takes possession of, or a distress, execution, sequestration, or other such process is levied or enforced on or sued against, the whole or any part of its assets which, in the reasonable opinion of Royal Mail, puts at risk the Agency Customer's ability to fulfil its obligations to Royal Mail, and such attachment or process is not discharged within 10 Working Days; or
- (v) the Agency Customer suspends or ceases to carry on all or a substantial part of its business;
- (vi) the Agency Customer uses the Services in any way which breaks the law that applies;
- (vii) the Agency Customer uses the Services fraudulently or in connection with any criminal offence; or
- (viii) the Agency Customer does anything which damages or may damage the reputation or business of Royal Mail or any member of Royal Mail Group.

8.8 This Agreement and the relevant Agency Customer Agreement shall cease to have effect in relation to an Agency Customer immediately on receipt by Royal Mail of notice from an Agency Customer in accordance with clause 3 of the Agency Customer Agreement.

9. Confidentiality

9.1 Except as permitted by clauses 9.2 or 9.3, the terms and conditions of this Agreement or any Agency Customer Agreement and any Confidential Information shall be treated as confidential by Royal Mail and the Customer and none of the contents of this Agreement or any Confidential Information shall at any time be disclosed to any third party without the prior written consent of the other Party other than where such information:

- 9.1.1 was known to the receiving Party before the information was disclosed to it by the disclosing Party; or
- 9.1.2 is agreed in writing by the Parties not to be confidential or may be disclosed.
- 9.2 For the avoidance of doubt, Royal Mail may enter into other Access Agreements or Agency Customer Agreements for the Access Premium service on similar terms to those in this Agreement.
- 9.3 Either Party shall be entitled in good faith to divulge the terms and conditions of this Agreement or any Confidential Information without the approval of the other Party:
- 9.3.1 to any Affiliate of such Party;
- 9.3.2 having first notified the other Party of such intention to disclose (unless prohibited by law from doing so), to the extent required by any securities exchange or regulatory or governmental body to which that party is subject, wherever situated, including (amongst other bodies) the London Stock Exchange Limited or The Panel on Takeovers and Mergers, whether or not the requirement for information has the force of law;
- 9.3.3 having first notified the other Party of such intention to disclose (unless prohibited by law from doing so), to the extent required by the Act, any licence under section 11 of the Act held by the Party in question, any other applicable law (subject to clause 9.3) or any written request of any taxation authority or as required by any undertaking given to the Commission;
- 9.3.4 having first notified the other party of such intention to disclose (unless prohibited by law from doing so), to the extent required for the purposes of any judicial proceedings or for the purposes of any arbitration or mediation pursuant to clause 12;
- 9.3.5 to such of its professional advisers, auditors and bankers who need to know the same provided they are required to maintain the confidentiality of the relevant information;
- 9.3.6 in the case of the Customer or Agency Customer, to its contractors (including franchisees and owner-drivers) provided that:
- (i) The Customer or such Agency Customer discloses only such parts of this Agreement or Confidential Information as such contractors need to know to perform their services on behalf of the Customer or such Agency Customer under the terms of this Agreement or an Agency Customer Agreement; and
- (ii) the contractors are required to maintain the confidentiality of the relevant information; and
- 9.3.7 to the extent that it has become available to the public other than as a result of any breach of obligation of confidence.
- 9.4 Nothing in this clause 9 shall prevent Royal Mail from disclosing such information as is necessary to comply with its obligations under the FOIA to disclose the information PROVIDED THAT Royal Mail shall always consult with the Customer or Agency Customer on matters relating to this Agreement or Agency Customer Agreement and the Services

contemplated by the Agreement as if such consultation was necessary as the views of the Customer may assist Royal Mail to determine:

9.4.1 whether an exemption under the FOIA applies to the information requested; and

9.4.2 where the public interest lies under section 2 of the FOIA.

To the extent possible, Royal Mail shall give the Customer or Agency Customer five days' written notice of its intention to make such disclosure and give due consideration to any reasonable representations made by the Customer or Agency Customer.

9.5 On termination of this Agreement each Party shall:

9.5.1 return to the other Party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other Party's Confidential Information;

9.5.2 erase all the other Party's Confidential Information from its computer systems (to the extent reasonably possible); and

9.5.3 notify the other Party in writing that it has complied with the requirements of this Clause 9.5 provided that a receiving Party may retain documents and materials reflecting, incorporating or based on the other Party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority, subject to the provisions of this Clause 9 continuing to apply.

9.6 No Party shall use the other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement.

9.7 The provisions of this Clause 9 shall continue to apply after termination of this Agreement.

10. Notices

10.1 Subject to clause 4.1 and paragraph 3.8 of Schedule 1, all notices and other communications to be served on or given to either Party under this Agreement shall be by telephone, email or fax in respect of clause 10.1.1 and in writing and sent by the recorded signed for delivery service or fax in respect of clause 10.1.2 to the relevant Party as follows:

10.1.1 in respect of matters to be notified under Schedule 1 or the Premium User Guide,

Royal Mail
Mick Chapman
DSA Central Control Manager
Tel: 07710 337862
Fax: 020 7016 8585
Email: mick.chapman@royalmail.com

The Customer

[contact (name or title), telephone and fax numbers and email address]

10.1.2 for all other matters relating to this Agreement:

Royal Mail
4th Floor
148 Old Street
London EC1V 9HQ
Fax: 020 7250 2001

Attn: Managing Director, Royal Mail Wholesale

The Customer

[address, fax number and contact (name or title)]

or such other address, telephone number, email address or facsimile number as has been notified from time to time by one Party to the other.

10.2 A notice shall be deemed to have been served or received:

10.2.1 if sent by the recorded signed for delivery service, at the time of delivery;

10.2.2 if sent by facsimile, (subject to confirmation of uninterrupted transmission by a transmission report) where such transmission occurs before 5.00pm, on the day of transmission and, in any other case, at 9.00am on the day immediately following the day of transmission.

11. Payment Terms

11.1 The Customer shall pay for the Services in accordance with the provisions set out at this Clause 11 and in Schedules 1 and 2.

11.2 Each Agency Customer shall pay for the Agency Customer Services in accordance with the provisions set out in clause 11.5, and Schedules 1 and 2 provided that Royal Mail shall accept payment from the Customer on the Agency Customer's behalf.

11.3 In the event of any dispute as to the amount of an invoice, the Customer shall settle the amount in full in accordance with the payment terms pending the resolution of any dispute and Royal Mail shall make any adjustment due immediately upon such resolution. The Customer shall be entitled to charge Royal Mail daily interest (calculated from the date of payment of the amount in question by the Customer until the date of repayment of the amount in question by Royal Mail) on such of the amount of payment as was in dispute and is resolved in the Customer's favour at an annual rate equal to 4% above the Bank of England base lending rate as current from time to time.

11.4 The Customer and each Agency Customer shall operate a **Credit Account** with Royal Mail in respect of Postage for the duration of this Agreement and each Agency Customer Agreement. Royal Mail shall issue an account number in respect of the Credit Account as soon as reasonably practicable, and in any event at least 28 days before the Commencement Date. The Customer and each Agency Customer shall not make any Postings under this Agreement or an Agency Customer Agreement prior to receipt of the account number.

11.5 The Customer and each Agency Customer shall comply with any credit limit placed on the Credit Account from time to time by Royal Mail and all other conditions relating to the

Credit Account notified to the Customer and where applicable the Agency Customer. The Credit Account shall be operated by Royal Mail in line with its standard credit policy and procedures in place from time to time. In the event that the Customer or an Agency Customer is no longer eligible for a Credit Account, Royal Mail shall offer the Customer or such Agency Customer another form of account payment method in line with Royal Mail's standard credit policy and procedures. Any other form of account payment method will have additional specific, standard terms and conditions applicable to that form of account payment method.

- 11.6 Royal Mail shall send by first class post to the Customer weekly invoices showing the total charges due from (i) the Customer in respect of the Services, and (ii) each Agency Customer in respect of the Services, during the previous seven days and the Customer shall pay all such invoices in full within 30 days of the date of the invoice. For the avoidance of doubt, an invoice is deemed to be received on the day following posting by Royal Mail or where that day is not a Working Day the first immediately following Working Day.
- 11.7 All Postage, Surcharges or other charges are expressed as exclusive of VAT. The Customer shall pay any VAT payable on Postage, Surcharges or other charges due under this Agreement.
- 11.8 Notwithstanding clause 11.9, if the Customer fails to make any payment to Royal Mail under this Agreement or an Agency Customer fails to make any payment under its Agency Customer Agreement on the due date, without prejudice to any other right or remedy available to Royal Mail, Royal Mail shall be entitled to:
- 11.8.1 provided it has first served seven days' notice of its intention to do so on the Customer or the Agency Customer as the case may be, suspend immediately after expiry of such notice the performance or further performance of its obligations under this Agreement or the Agency Customer Agreement as the case may be, without liability to the Customer or each Agency Customer; and
- 11.8.2 charge daily interest on all amounts not paid until payment is received in full at an annual rate equal to 4% above the Bank of England base lending rate as current from time to time.
- provided that a copy of any notice served on an Agency Customer pursuant to this clause 11.8 shall simultaneously be served upon the Customer.
- 11.9 The Customer shall use its reasonable endeavours to ensure that each Agency Customer pays its Postage. Where an Agency Customer does not make such payment in accordance with clause 11.2, the Customer shall provide such information and render to Royal Mail all such assistance as Royal Mail may reasonably require in order to recover from such Agency Customer the amounts due to it under the relevant Agency Customer Agreement. Failure by an Agency Customer to make a payment pursuant to its Agency Customer Agreement does not constitute a breach of this Agreement by the Customer.

12. Dispute Resolution

- 12.1 If a dispute arises out of or in connection with this Agreement or an Agency Customer Agreement, either Party may, by notice, require the other Party to seek to resolve the dispute by negotiation in good faith.

- 12.2 If the Parties fail to resolve any dispute under clause 12.1 within 28 days after the notice referred to in clause 12.1, either Party may refer the dispute for determination by arbitration pursuant to the Chartered Institute of Arbitrators Arbitration Rules (2000 Edition) (as amended from time to time) and such dispute shall be determined by arbitration.
- 12.3 Notwithstanding clauses 12.1 and 12.2, if either Party considers that the matter to be arbitrated requires urgent resolution, it shall:
- 12.3.1 give notice to the other Party to that effect, with its reasons, and require the matter to be discussed between the representatives of the Parties identified in clause 10.1.2; and
- 12.3.2 if the relevant representatives have not met or have otherwise failed to resolve such dispute within two Working Days of the notice given under clause 12.3.1, the Party who gave such notice shall be entitled to refer the matter forthwith for determination by arbitration and to apply to the arbitrator for rules of procedure which will lead to urgent resolution of the matter.
- 12.4 Notwithstanding the foregoing provisions of this clause 12, nothing in this Agreement or an Agency Customer Agreement shall prevent a Party, with the consent of the other Party from attempting to settle any dispute arising out of this Agreement by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.
- 12.5 Notwithstanding the foregoing provisions of this clause 12, nothing in this Agreement or an Agency Customer Agreement shall prevent a Party from applying to the court for interim relief pending the resolution of a dispute in accordance with the provisions of this Agreement.
- 12.6 Where a dispute arises between Royal Mail and an Agency Customer in relation to this Agreement or an Agency Customer Agreement or any matter arising thereunder, Royal Mail will, unless instructed otherwise by the Agency Customer, consult with and reasonably consider the representations of the Customer in relation to how Royal Mail should deal with the matter. Unless the Agency Customer otherwise instructs Royal Mail and the Customer, the Customer will be entitled to be present at all meetings and phone and other conferences as well as to receive copies of all documents relating to the dispute including (but without limitation) all representations and decisions made by any person on behalf of either Party.
- 12.7 Where a dispute arises between the Customer and an Agency Customer in relation to this Agreement or an Agency Customer Agreement or any matter arising thereunder, the Customer will, unless instructed otherwise by the Agency Customer, consult with and reasonably consider the representations of Royal Mail in relation to how the Customer should deal with the matter. Unless the Agency Customer otherwise instructs the Customer and Royal Mail, Royal Mail will be entitled to be present at all meetings and phone and other conferences as well as to receive copies of all documents relating to the dispute including (but without limitation) all representations and decisions made by any person on behalf of either Party.
- 13. Variations**
- 13.1 Except in the case of other agreements or licences referred to in this Agreement or the Agency Customer Agreements and subject to clauses 13.2 to 13.7 (inclusive) no variation of this Agreement or the Agency Customer Agreement (including, for the avoidance of doubt, the Premium User Guide) shall be effective unless the change is:

- 13.1.1 in writing, expressly stated to amend this Agreement or the Agency Customer Agreement or, in the case of the Premium User Guide, an agreed, revised form of the Premium User Guide is issued (except in the case of changes to Access Slots);
 - 13.1.2 except in circumstances set out in clauses 13.2 to 13.7 (inclusive), and paragraph 3.7 of Schedule 1 signed by an authorised signatory of each Party; and
 - 13.1.3 made in accordance with the provisions of this Agreement.
- 13.2 Royal Mail may vary the Premium User Guide without the consent of the Customer or an Agency Customer in the following circumstances:
- 13.2.1 where a variation is required as a result of national operational or network changes (including the timing of transport connections, the location and numbers of Inward Mail Centres, the extent and use of Royal Mail property and latest acceptance times) or other structural changes to be implemented by Royal Mail affecting all Inward Mail Centres, on giving not less than six months' prior written notice of the likely impact of such changes on the Premium User Guide and giving not less than three months notice of the actual variation to the Premium User Guide (consistent with the earlier notification), provided that once the earlier notice has been served Royal Mail shall fully consult with the Customer through the monthly review meetings held under clause 13.9 and keep it fully informed of progress on the planned changes and the likely impact on the Premium User Guide;
 - 13.2.2 on not less than two months' prior written notice where such variation is required as a result of network changes (including local latest acceptance times and local routings) or other structural or procedural changes to be implemented by Royal Mail affecting a particular Inward Mail Centre;
 - 13.2.3 on not less than one month's prior written notice where such variation is required as a result of changes made by Royal Mail to its generic or individual product specifications, including addressing standards and sortation requirements;
- in each case, specifying the change and the reasons for such change.
- 13.3 Royal Mail may add or remove Zones on not less than four months' prior written notice
 - 13.4 Royal Mail may move a Postcode Sector or Postcode Sectors from one Zone to another on not less than two months' prior written notice where Royal Mail reasonably believes that the characteristics of any Postcode Sector within a Zone do not adequately reflect Royal Mail's costs.
 - 13.5 If Royal Mail amends the Postcode Sector composition of the Zones, Royal Mail may on two months' prior written notice rebalance the Access Premium Charges.
 - 13.6 Royal Mail may vary the Access Premium Charges each year of this Agreement or an Agency Customer Agreement on at least ten weeks' prior written notice. Any variation in Access Premium Charges shall not exceed the stamp, meter and PPI products percentage price changes for the retail unsorted 1st class product (being the average of the change for stamps, meter and PPI).
 - 13.7 Should the Commission indicate it wishes to change or consult on an amendment to the Licence which would impact on any of the Services, the Parties will discuss at the review meetings described in clause 13.9 the impact of such an amendment on this Agreement or

an Agency Customer Agreement, if any. If the Commission decides to amend the Licence, Royal Mail shall provide the Customer at least one month's written notice of any variation to this Agreement or an Agency Customer Agreement that is necessary to reflect the obligations placed on Royal Mail under the revised Licence as if the Services were Regulated Services under the Licence, such variation to take effect on the date the change is made to the Licence.

- 13.8 Wherever reasonably possible, Royal Mail will endeavour to give the Customer greater advance notification of the variations provided for in clauses 13.2 to 13.7 (inclusive) than the minimum notice periods specified in those clauses.
- 13.9 Relevant senior personnel of the Parties shall carry out a formal review of this Agreement on a monthly basis (or such other period as the Parties may agree) but nothing in this Agreement shall preclude discussions taking place at any time with a view to revising or adding to the terms of the Agreement. At such meetings the Parties shall discuss areas of concern relating to the operation of this Agreement (such as whether either Party is thought to be in breach of its obligations under this Agreement, including compliance with the requirements of Schedule 4, and actions required to remedy such breach) and any proposed variations under this clause 13.
- 13.10 Nothing in this clause 13 shall prevent the Customer from applying to the Commission if the variations notified in accordance with clauses 13.2 to 13.7 (inclusive) have a material adverse effect on its business.
- 13.11 Save as provided for in clauses 13.2 to 13.7 (inclusive), and paragraph 3.7 of Schedule 1, if a Party wishes to vary this Agreement (including the Access Charges) it shall give the other Party notice of the intended variation specifying the variation and the reasons for such variation, together with such supporting information as the other Party may reasonably require.
- 13.12 The Parties shall negotiate in good faith with a view to agreeing the variation notified in accordance with clause 13.11.
- 13.13 If the Parties agree the variation, this Agreement shall be varied accordingly with effect from the date agreed by the Parties.
- 13.14 If the Parties are unable to agree the variation within 14 days of the commencement of negotiations pursuant to clause 13.12, the proposed variation may be referred for discussion between the representatives of the Parties identified in clause 10.1. If within an additional 14 days of such referral, the Parties are still unable to agree, either party may with the consent of the other party refer the matter to mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.

14. Assignment and Sub-contracting

- 14.1 Neither Party may assign the benefit of this Agreement or an Agency Customer Agreement.
- 14.2 Royal Mail recognises that the Customer and Agency Customers may use sub-contractors (including Affiliates, franchisees, third party carriers and owner-drivers) to convey Mailing Items from one place to another and therefore they may access Postal Facilities under and in accordance with this Agreement on behalf of the Customer or an Agency Customer, provided that the Customer or Agency Customer shall ensure that such sub-contractors comply with the terms of this Agreement or as the case may be the relevant Agency Customer Agreement (in so far as applicable to them) and the Customer or Agency Customer remains responsible

for meeting its obligations under this Agreement or the relevant Agency Customer Agreement.

15. Intellectual Property Rights

- 15.1 All Intellectual Property Rights in the Customer Access Indicator shall vest in the Customer and all Intellectual Property Rights in the Royal Mail Access Indicator shall vest in Royal Mail. Any other Intellectual Property Rights arising from this Agreement shall vest in the party responsible for the creation of those rights. Where the Intellectual Property Rights have been created jointly the Intellectual Property Rights shall vest in the Parties jointly provided that where such Intellectual Property Rights are required by Royal Mail in order to comply with its obligations under the Act or the Licence, such Intellectual Property Rights shall vest solely in Royal Mail subject to clause 15.2.
- 15.2 Subject to clause 16.1, the Customer is hereby granted a royalty free non-exclusive, non-transferable licence of such Intellectual Property Rights owned by Royal Mail (solely or jointly with the Customer), solely to the extent and insofar as is reasonably necessary for the proper performance of its obligations and exercise of its rights in accordance with this Agreement.
- 15.3 Royal Mail is hereby granted a royalty free non-exclusive, non-transferable licence of such Intellectual Property Rights owned by the Customer (solely or jointly with Royal Mail), solely to the extent and insofar as is reasonably necessary for the proper performance of the Services in accordance with this Agreement.
- 15.4 A Party shall inform the other Party of all applications for trade marks, patents or for registration of designs or any other acts regarding protection or exploitation in respect of all Intellectual Property Rights arising from this Agreement. Where a Party has contributed to the creation of such Intellectual Property Rights, consent shall be sought prior to any application or other acts by the other party and/or that Party shall be entitled to join in any such applications or other acts.
- 15.5 Each Party shall take all such steps as and when the other Party may reasonably require (and at the other Party's expense) to assist the other Party in maintaining the validity and enforceability of its Intellectual Property Rights in the relevant Indicum during the term of this Agreement.
- 15.6 Each Party undertakes (at its cost) to execute such further documents or perform such further acts as the other Party may reasonably request to give effect to the provisions of this clause 15.

16. Indicum

- 16.1 Without prejudice to the generality of clause 15.2, to the extent necessary, Royal Mail hereby:
- 16.1.1 grants the Customer and each Agency Customer a royalty free licence to use its Royal Mail Access Indicator on all Mailing Items which constitute each Posting; and
- 16.1.2 permits the Customer to allow its customers and each Agency Customer to use the Indicum on Mailing Items which constitute each Posting,

on the terms of a separate licence to be entered into by the Parties before the Commencement Date, the form of which is included in Schedule 4 but which may be varied from time to time in accordance with the terms of that licence.

- 16.2 Royal Mail shall indemnify the Customer and each Agency Customer against any damages, loss or expenses (including reasonable legal expenses) suffered or incurred by the Customer or Agency Customer as a result of any claim that use of the Royal Mail Access Indicator on Mailing Items within the UK (which for the purposes of this clause 16.2 and clause 16.3 shall include Jersey, Guernsey or the Isle of Man so long as these islands are treated as domestic destinations under Royal Mail's Mailsort services) in the manner authorised in this Agreement infringes the trade mark rights, copyright or other Intellectual Property Rights of any third party provided that the Customer (i) gives Royal Mail prompt notice (including full details in writing) of any claim received and control and conduct of all negotiations and litigation resulting from the claim; (ii) makes no admission and does nothing which prejudices the defence of such claim; and (iii) gives Royal Mail such assistance (at Royal Mail's expense) as Royal Mail reasonably requires in the defence of such claim.
- 16.3 The Customer shall indemnify Royal Mail against any damages, loss or expenses (including reasonable legal expenses) suffered or incurred by Royal Mail as a result of any claim that use of the Customer Access Indicator on Mailing Items within the UK in the manner authorised in this Agreement infringes the trade mark rights, copyright or other Intellectual Property Rights of any third party provided that Royal Mail (i) gives the Customer prompt notice (including full details in writing) of any claim received and control and conduct of all negotiations and litigation resulting from the claim; (ii) makes no admission and does nothing which prejudices the defence of such claim; and (iii) gives the Customer such assistance (at the Customer's expense) as the Customer reasonably requires in the defence of such claim.

17. Euro

If at any time Sterling is replaced by the euro then the amounts of Sterling referred to in this Agreement shall be deemed converted into amounts of the euro at the rate prescribed by any implementing regulation or directive.

18. Miscellaneous

- 18.1 Royal Mail reserves the right to open Mailing Items to verify compliance with the requirements of this Agreement if it believes on reasonable grounds that it is necessary to open and inspect mail in order to ensure compliance with the requirements of this Agreement.
- 18.2 The failure of either Party to enforce or to exercise, at any time or for any period, any term of, or right arising pursuant to, this Agreement or Agency Customer Agreement does not constitute, and shall not be construed as, a waiver of such a term or right and shall not affect the Party's right to enforce or exercise it at a later date.
- 18.3 This Agreement and the documents referred to in this Agreement or an Agency Customer Agreement embody the entire understanding between the Parties and there are no additional terms or obligations other than those contained or referred to herein.
- 18.4 This Agreement shall be deemed to have been made in England and shall be subject to English law. Subject to clause 12, the Parties agree to submit to the exclusive jurisdiction of the English Courts.

- 18.5 Nothing in this Agreement or Agency Customer Agreement is intended to confer on any person any benefit or any right to enforce any term of it which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
- 18.6 If any clause or part of a clause of this Agreement or any Agency Customer Agreement shall be, or found by any authority or court of competent jurisdiction to be, invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other clauses or parts of such clauses of this Agreement or such Agency Customer Agreement (as the case may be).
- 18.7 Notwithstanding any other provision of this Agreement or any Agency Customer Agreement, in the event that any such Agreement, or some part thereof, does or would put a Party in breach of its licence or any relevant law, the Parties will use their best endeavours to amend the relevant provisions of this Agreement, in order to render it compliant with its licence or the relevant law.

Schedule 1 The Services and Access to Postal Facilities

1. **Delivery obligations and performance**
 - 1.1 Royal Mail shall convey and deliver within the relevant Postcode Sectors within a reasonable time all Mailing Items with a delivery address in the UK handed over to Royal Mail by the Customer and accepted by Royal Mail in accordance with this Agreement. All Postcode Sectors within Postcode Areas HS, IV, KW and ZE and all Postcode Sectors within Postcode Districts LL58-78 PA41-78, P030-40, TR21-25 shall be excluded for the purposes of calculating the Performance Rebate Amount described in paragraph 1.7.
 - 1.2 Royal Mail also agrees to arrange for the conveyance and delivery of such Mailing Items with delivery addresses in Jersey, Guernsey and the Isle of Man as are handed over to Royal Mail by the Customer and accepted by Royal Mail in accordance with this Agreement and any Agency Customer Agreement. This paragraph 1.2 shall apply until such time as Royal Mail no longer treats Jersey, Guernsey and the Isle of Man as domestic destinations under its Mailsort services, in which event Royal Mail shall notify the Customer in accordance with clause 13.2.3. All Postcode Sectors with Postcode Areas JE, GY and IM shall be excluded for the purposes of calculating the Performance Rebate Amount described in paragraph 1.7.
 - 1.3 In the event that Jersey, Guernsey or the Isle of Man cease being treated as domestic destinations under Royal Mail's Mailsort services, international rates shall be payable for Mailing Items to these territories.
 - 1.4 Without prejudice to the generality of paragraph 1.1, Royal Mail shall use reasonable endeavours to meet the Service Standard.
 - 1.5 Subject to paragraphs 1.6, 2.3.2, 2.3.3, 2.4, 2.5, 3.9.2(ii) and 3.13, the **Service Standard** is conveyance and delivery or attempted delivery by Royal Mail to the relevant addresses within the Postcode Sectors of 95% (on average throughout the Service Standard Period) of the total number of Mailing Items with the relevant Postcode Sectors handed over by the Customer to Royal Mail (unless not accepted by Royal Mail in accordance with this Agreement) on the next Working Day immediately following the Handover Day on which such hand over (unless the Mailing Items are not accepted) occurred.
 - 1.6 For the avoidance of doubt, the total number of Mailing Items for the purposes of paragraph 1.5 shall not include Mailing Items:
 - 1.6.1 the delivery of which is affected by any cause beyond Royal Mail's reasonable control pursuant to clause 7;
 - 1.6.2 accepted by Royal Mail in accordance with paragraphs 2.3.2, 2.3.3 and 2.5;
 - 1.6.3 which have been lost, which shall include, for the purposes of this Agreement, a Mailing Item which has not been delivered within 15 Working Days of the date on which it was accepted by Royal Mail in accordance with this Agreement;
 - 1.6.4 with a delivery address outside the relevant Postcode Sectors.
 - 1.7 Each year Royal Mail will publish how it has performed against the Service Standard on its website. Royal Mail will be liable to pay the Customer and each Agency Customer a Performance Rebate Amount in respect of each Service Standard Period based on Royal Mail's performance in that period on the items currently measured compared to a

Compensation Target of 92%. Royal Mail will periodically review the Compensation Target as set out in this paragraph 1.7 to take in to account the performance of other similar next day Royal Mail delivery services.

- 1.8 The **Performance Rebate Amount** will be calculated in accordance with the following formula:

$$\text{PRA} = \text{AP} * \text{P}$$

where:

PRA is the Performance Rebate Amount;

AP is the aggregate Postage liable to be paid by the Customer in respect of Non-Agency Postings or each Agency Customer in respect of its Agency Postings to Royal Mail in the relevant Service Standard Period adjusted in accordance with clause 11.3 and excluding any expenditure on Mailings Items that did not comply with the terms of this Agreement;

P is

(a) 0 if Royal Mail's performance meets or is less than 1% below the Compensation Target

(b) 0.1% for each 0.1% failure **above 1%** that is below the Compensation Target up to a maximum of 4% for any Service Standard Period.

- 1.9 The Performance Rebate Amount shall be payable to the Customer and each Agency Customer within three months of the Royal Mail announcement of its annual performance against the Service Standard.

- 1.10 Payment of the Performance Rebate Amount in accordance with paragraph 1.8 shall be made by way of credit against future Postage or, if the Customer or Agency Customer has terminated its Agreement within the year that the Performance Rebate is awarded, by cheque.

- 1.11 In measuring Royal Mail's performance against the Service Standard, Royal Mail shall exclude items delayed by an event of Force Majeure. Royal Mail shall be under no obligation to pay the Performance Rebate Amount:

1.11.1 where the Customer or Agency Customer is in breach of clause 11.5 without reasonable excuse;

1.11.2 where the Customer or Agency Customer has paid less than 80% of its invoices by three Working Days after the date payment was due during the Service Standard Period within which the invoices were due and payable; or

1.11.3 where the total Performance Rebate Amount due to the Customer or Agency Customer is less than £20.

2. Revenue protection and mail verification

- 2.1 Royal Mail shall be entitled to carry out such sampling and checking of Postings made by the Customer and each Agency Customer as Royal Mail reasonably considers necessary to:

- 2.1.1 verify the details submitted by the Customer pursuant to clause 4.1;
- 2.1.2 satisfy itself that the correct Postage is calculated;
- 2.1.3 ensure that the Customer and each Agency Customer has complied with its obligations under this Agreement or an Agency Customer Agreement;

and Mailing Items are not accepted by Royal Mail until such time as Royal Mail has had the opportunity to carry out this sampling and checking and has done so or failed to do so within a reasonable period of time (and in any case within one Working Day).

- 2.2 If, following sampling and checking in accordance with paragraph 2.1, Royal Mail establishes to its reasonable satisfaction that the Customer or an Agency Customer has not complied with any of its other obligations under this Agreement or an Agency Customer Agreement in respect of a Posting:
 - 2.2.1 Royal Mail shall notify the Customer in accordance with the provisions of Clause 10 and offer it a reasonable opportunity to inspect the Posting as soon as reasonably practicable of identifying the error (but no later than within 24 hours after notification); and
 - 2.2.2 if following the Customer's inspection (or the expiry of the 24 hour period) Royal Mail remains satisfied that there has been an error, Royal Mail may proceed as provided in paragraphs 2.3 or 2.4.
- 2.3 Where:
 - 2.3.1 the Postage is found to have been incorrectly stated or calculated, Royal Mail shall amend the Posting Docket(s) in order to charge the Customer or an Agency Customer the correct Postage and accept the relevant Mailing Items and notify the Customer of any amendments made to the Posting Docket(s);
 - 2.3.2 the error is the Customer or Agency Customer not having complied with its obligations in paragraph 5 (other than 5.3, 5.5, 5.6 and 5.12), and the Parties agree that it is reasonably practicable for the relevant instances of non-compliance to be rectified by Royal Mail, Royal Mail shall (upon the Customer or the Agency Customer, as the case may be, agreeing to pay a Surcharge) rectify those instances as soon as reasonably practicable and accept the relevant Mailing Items as rectified subject to:
 - (i) the relevant Mailing Items not constituting part of the Service Standard measurement for the purposes of paragraph 1 of this Schedule 1; and
 - (ii) payment by the Customer or an Agency Customer of a Surcharge in accordance with the Premium User Guide;
 - 2.3.3 The error is the Customer or the Agency Customer not having complied with its obligations in paragraph 5 (other than 5.3, 5.5, 5.6, 5.7 and 5.13), and either Royal Mail does not agree that it is reasonably practicable for the relevant instances of non-compliance to be rectified by Royal Mail or the Customer or an Agency Customer does not agree to pay the Surcharge, Royal Mail shall be entitled to reject the relevant Mailing Items (until such time as they are rectified other than by Royal Mail) and the relevant Mailing Items will not constitute part of the Service Standard measurement for the purposes of paragraph 1 of this Schedule 1;
 - 2.3.4 a Surcharge is due pursuant to this paragraph 2.3 in relation to a Consolidated Posting, the amount chargeable to each Agency Customer and the Customer will be as advised by the Customer to Royal Mail or in the absence of such advice that proportion of the total Surcharge on that occasion as that Agency Customer's and the Customer's proportion of the Consolidated Posting bears to the whole of that

Consolidated Posting in accordance with information provided by the Customer to Royal Mail pursuant to paragraph 9.9; or

2.3.5 any Mailing Item:

- (i) bears a Royal Mail postage stamp or other Royal Mail mark, impression or device (other than the Royal Mail Access Indicator) and which is handed over at an Inward Mail Centre;
- (ii) does not bear the Indicum in accordance with paragraph 6; or
- (iii) is damaged before hand over to Royal Mail by the Customer;
- (iv) does not comply with the Scheme (other than in a manner permitted by this Agreement);
- (v) is not addressed in accordance with paragraphs 7.1 and 7.2;
- (vi) is not presented in bags/trays in accordance with the Premium User Guide; or
- (vii) is addressed to an address
 - (a) outside the Postcode Sectors; and
 - (b) which has not been notified to Royal Mail in accordance with paragraph 3.8,

Royal Mail shall be entitled to reject the Mailing Item.

2.4 Where:

- 2.4.1 bags/trays are not filled in accordance with paragraph 5.3;
- 2.4.2 Postings are not sorted in accordance with paragraph 5.4;
- 2.4.3 The Customer or an Agency Customer delivers the incorrect bags/trays of Mailing Items to an Inward Mail Centre in contravention of paragraph 5.5;
- 2.4.4 Mailing Items are mis-sorted in contravention of paragraphs 5.4, 5.5 or 5.6; or
- 2.4.5 Any Consolidated Posting, Pre-sorted Agency Posting or Originating Customer Posting comprises of less than 4,000 Mailing Items in contravention of paragraph 5.11,

Royal Mail shall be entitled to take the action set out in paragraph 2.5.

2.5 In the circumstances set out in paragraph 2.4, Royal Mail shall be entitled to:

- 2.5.1 reject the relevant Mailing Items or bags/trays (until such time as the errors are rectified other than by Royal Mail) and the relevant Mailing Items will not constitute part of the Service Standard measurement for the purposes of paragraph 1 of this Schedule 1; or
- 2.5.2 allow hand over of the relevant Mailing Items or bags/trays upon the Customer agreeing (for itself or on behalf of an Agency Customer) to pay Royal Mail's prevailing, applicable First Class public tariff postage rates in respect of those Mailing Items.

2.6 Where Royal Mail is entitled to reject any Mailing Item pursuant to this paragraph 2, it shall notify the Customer in accordance with Clause 10 and:

- 2.6.1 make the relevant Mailing Items available for collection by the Customer and Royal Mail shall be entitled to levy reasonable handling charges upon the Customer or an Agency Customer; and
 - 2.6.2 if the relevant Mailing Items have not been collected by the Customer on the Working Day following the Working Day it receives notice in accordance with this paragraph 2.6 Royal Mail shall be entitled to levy reasonable storage charges; and
 - 2.6.3 if the relevant Mailing Items have not been collected by the Customer within five days of such notification, Royal Mail shall be entitled to destroy those Mailing Items and levy a reasonable charge for doing so.
- 2.7 In order to enable identification of errors that relate to a specific Originating Customer Posting or Agency Posting the Customer shall:
- 2.7.1 allocate, maintain and use on all bags/trays and containers an identifier which is unique to each individual customer or Agency Customer;
 - 2.7.2 The Customer each day, segregate Pre-sorted Agency Postings from Agency Postings on the dock to the extent required by clause 3.4; and
 - 2.7.3 as and when required by Royal Mail (acting reasonably) clearly segregate each Originating Customer Posting and Pre-sorted Agency Posting from all other Daily Postings for revenue protection / mails verification purposes when handing over Postings to Royal Mail.

If Royal Mail is easily able to identify a specific Originating Customer Posting or Pre-sorted Agency Posting or Consolidated Posting, in accordance with the Premium User Guide, in respect of which the circumstances set out in paragraphs 2.2 to 2.6 apply, Royal Mail shall limit the actions which it is permitted to take under those paragraphs to that Originating Customer Posting, Pre-sorted Agency Customer Posting or Consolidated Posting.

3. Access to Postal Facilities

- 3.1 Subject to compliance with the other terms of this Agreement, the Customer shall be entitled to hand over Mailing Items to the Inward Mail Centre(s) covering the relevant Postcode Sectors (or as otherwise specified) with effect from the Commencement Date or the date on which the Agency Customer Agreement comes into effect for conveyance and delivery by Royal Mail to the relevant addresses.
- 3.2 The Customer shall ensure that under this Access Premium Agreement:
 - 3.2.1 on each Handover Day it hands over to Royal Mail a Daily Posting that totals at least 25,000 Mailing Items; or a Daily Posting in respect of which the Postage amounts to not less than £5,000 ; or
 - 3.2.2 in aggregate during each calendar week it hands over to Royal Mail at least 250,000 Mailing Items or the number of Mailing Items in respect of which the Access Premium Charges payable by the Customer under this Agreement amount to not less than £50,000.
- 3.3 The Customer may only hand over Mailing Items to an Inward Mail Centre which are marked with the Indicum agreed in accordance with paragraph 6 of this Schedule 1.

- 3.4 The hours between 22:30 and 00:30 Monday – Friday and 08:00 – 10:00 on Sundays shall (unless otherwise agreed) constitute the **Access Window**.
- 3.5 The **Access Slot** shall be the period of 30 minutes within the Access Window for an Inward Mail Centre agreed by the Parties before the Commencement Date.
- 3.6 The Customer shall be entitled to commence hand over of Mailing Items to an Inward Mail Centre within the relevant Access Slot without further notice, subject to paragraph 3.7.
- 3.7 If the Customer requires to change the Access Slot agreed in accordance with paragraph 3.5 or to change the revised Access Slot agreed in accordance with this paragraph 3.7, it shall comply with the Access Slot change request process set out in the Premium User Guide.
- 3.8 In accordance with and as more fully described in the Premium User Guide, the Customer shall:
- 3.8.1 each Working Day provide to Royal Mail a projection of the estimated number of Mailing Items which over the period of the next seven Working Days the Customer expects to hand over to Royal Mail at each Inward Mail Centre to which it anticipates that it will require access, and shall use reasonable endeavours to provide an estimate of the breakdown of those Mailing Items between Letters, Large Letters, and Packets;
- 3.8.2 notify Royal Mail by 10:00 (or such other time as specified in the Premium User Guide) on the Working Day immediately preceding the Handover Day by the Customer of the number of Letters, Large Letters, and Packets which it expects to hand over to Royal Mail at each Inward Mail Centre; and
- 3.8.3 provide relevant data to Royal Mail by a time agreed by Royal Mail to enable Royal Mail to create Posting Dockets and a Manifest (currently through its E*pro system) and the Customer to confirm the details of those Posting Dockets and Manifest by 21:30 on the Handover Day (or such other time as specified in the Premium User Guide).
- 3.9 If, subject to paragraph 3.10, the Customer arrives at the Inward Mail Centre outside the Access Slot on any Handover Day, where:
- 3.9.1 The Customer arrives earlier than the Access Slot, Royal Mail shall be entitled to:
- (i) deny the Customer access to the relevant Inward Mail Centre until the start of the Access Slot; or
- (ii) allow hand over of the relevant Mailing Items;
- 3.9.2 The Customer arrives later than the Access Slot, Royal Mail shall be entitled to:
- (i) deny the Customer access to the relevant Inward Mail Centre; or
- (ii) allow hand over of the relevant Mailing Items subject to the relevant Mailing Items being deemed for the purposes of the Service Standard to have been handed over to Royal Mail on the next Working Day immediately following the Working Day on which such hand over took place.

- 3.10 If the Customer's driver arrives at the Inward Mail Centre within the Access Slot but is prevented from handing over the relevant Mailing Items at the Inward Mail Centre within that Access Slot for a reason attributable to Royal Mail, Royal Mail shall accept that hand over and that hand over shall be deemed for all purposes (including for the purposes of the Service Standard) to have been made within the relevant Access Slot.
- 3.11 If Royal Mail fails to receive the notices specified in paragraphs 3.8.2 or 3.8.3:
- 3.11.1 where the reason for such failure is attributable to Royal Mail, Royal Mail shall accept hand over of the relevant Mailing Items; and
- 3.11.2 where the reason for such failure is attributable to the Customer, Royal Mail shall be entitled to refuse to accept hand over of the relevant Mailing Items.
- 3.12 In the unlikely event that Royal Mail is unable to create Posting Dockets and a Manifest in accordance with paragraph 3.8.3 the Parties will work to provide alternative contingency processes to enable the Customer to submit relevant data.
- 3.13 If the number of Letters, Large Letters, and Packets which the Customer hands over to an Inward Mail Centre differs from the number notified in accordance with
- 3.13.1 paragraph 3.8.2 by more than the relevant Tolerance, Royal Mail shall be entitled to refuse to allow hand over of or accept the Letters, Large Letters, and Packets (as appropriate) but shall use reasonable endeavours to allow hand over or accept them (subject to paragraph 2). For this purpose, **Tolerance** is the greater of:
- (i) 1,000 Letters, Large Letters, and Packets (as appropriate); and
- (ii) 15% of the number notified under paragraph 3.8.2
- 3.13.2 paragraph 3.8.3, Royal Mail shall treat such Letters, Large Letters, and Packets in accordance with section 15.1.3 of the Premium User Guide.
- 3.14 Where Royal Mail accepts Letters, Large Letters, and Packets in accordance with paragraph 3.13 where the relevant number pre-notified under paragraph 3.8.2 or 3.8.3 exceeds the number which the Customer wishes to hand over at an Inward Mail Centre by more than the Tolerance, those Letters, Large Letters, and Packets will not constitute part of the Service Standard measurement for the purposes of paragraph 1 of this Schedule 1.

4. Royal Mail property

- 4.1 Royal Mail shall make available to the Customer:
- 4.1.1 such bags, bag ties and labels as the Customer may reasonably require (at no cost to the Customer, other than as included in the Access Premium Charges);
- 4.1.2 such other property, including trays, RSCs, Yorks, and containers, as the Parties may agree to be mutually operationally beneficial, in respect of which Royal Mail agrees to act reasonably, which will be provided by Royal Mail under Royal Mail's usual terms for such provision.

Such property shall remain the property of Royal Mail at all times.

- 4.2 When handing over Mailing Items to Royal Mail, the Customer shall only use property supplied by Royal Mail in accordance with this paragraph 4.
- 4.3 The Customer shall return the property referred to in this paragraph 4 to Royal Mail upon termination of this Agreement or otherwise when reasonably requested by Royal Mail. The Customer shall keep the property in safe custody and reasonably good condition allowing for reasonable wear and tear.
- 4.4 The Customer shall not:
- 4.4.1 use the property referred to in this paragraph 4 for any purpose other than the carrying out of its obligations or exercising its rights under this Agreement; or
- 4.4.2 subject to clause 4.6, allow any third party to take possession of, or have any rights over, such property.
- 4.5 The Customer may only use the property referred to in this paragraph 4 to effect hand over of Mailing Items to Inward Mail Centres in accordance with this Agreement, the Premium User Guide or as otherwise agreed in writing by Royal Mail.
- 4.6 For the purposes of Originating Customer Postings and Pre-sorted Agency Customer Postings only, the Customer may supply its customers with Royal Mail bags and labels provided that the Customer shall ensure that its customers and each Agency Customer:
- 4.6.1 use the bags and labels solely for the purpose provided for by this Agreement; and
- 4.6.2 keep the bags and labels in safe custody and reasonably good condition allowing for reasonable wear and tear.
- 4.7 Royal Mail shall be entitled to inspect such of the property referred to in this paragraph 4 at any reasonable time and, in the case of misuse of the property by the Customer or an Agency Customer or any third party, may repossess such property, and agrees to act reasonably when exercising this right.

5. Presentation

- 5.1 All Mailing Items which the Customer hands over to Royal Mail shall be contained in bags or trays as required at this paragraph 5.3.
- 5.2 The Customer shall only hand over Mailing Items to an Inward Mailing Centre where those Mailing Items have been segregated, sorted and presented in accordance with the requirements of this paragraph 5 and of the Premium User Guide.
- 5.3 Each tray shall only contain either all Letters or all Large Letters and each bag shall contain only all Packets, and
- 5.3.1 in the case of Letters, each tray shall
- (i) contain at least 25 Letters each weighing no more than 100g;
- 5.3.2 in the case of Large Letters, each tray contain at least:

- (i) 5 Large Letters each weighing no more than 100g; or
- (ii) 5 Large Letters each weighing more than 100g up to 250g; or
- (iii) 5 Large Letters each weighing more than 250g up to 750g; and

5.3.4 in the case of Packets, each bag shall contain at least:

- (i) 5 Packets each weighing no more than 750g; or
- (ii) 5 Packets each weighing more than 750g up to 2kg.

The Customer shall ensure that each bag/tray is filled with as many Mailing Items as possible, subject to the other terms of this Agreement.

- 5.4 The Customer may hand over to Royal Mail Postings which are sorted to the sortation requirements of the Premium User Guide, in which case the Access Premium Charges appropriate to that sortation shall be payable by the Customer or an Agency Customer, subject to paragraph 5.5.
- 5.5 Where the Customer provides Royal Mail with Postings sorted according to the applicable Service, it shall also be entitled to sort any Mailing Items in a Daily Posting which cannot be sorted in that way because of the minimum bag and tray fill requirements set out in paragraph 5.3, to a default selection relevant to that service in accordance with the User Guide.
- 5.6 The Customer shall only hand over to an Inward Mail Centre Postings containing Mailing Items that contain Postcodes served by that particular Inward Mail Centre, as advised by Royal Mail from time to time.
- 5.7 The Customer may on each Working Day:
- 5.7.1 for each Originating Customer; and
 - 5.7.2 in respect of each Posting which comprises a Consolidated Posting; and
 - 5.7.3 for each Agency Posting which has been separated and segregated in accordance with clause 3.4,

fill one bag/tray with Mailing Items sorted according to Access 120 but which do not meet the minimum bag/tray fill requirements set out in paragraph 5.3, which shall be charged at the Access Premium Charges in accordance with the Premium User Guide.

- 5.8 The Customer shall ensure that every bag/tray which forms part of a Posting:
- 5.8.1 is sealed in accordance with the Premium User Guide;
 - 5.8.2 is labelled in accordance with the Premium User Guide; and
 - 5.8.3 contains Mailing Items sorted and bundled in accordance with the Premium User Guide
 - 5.8.4 does not contain a mix of machineable and non-machineable letters.

- 59 Each Posting shall comprise only Mailing Items for conveyance and delivery within the United Kingdom, except as set out at paragraphs 1.2 and 1.3.
- 5.10 In this paragraph 5, reference to bags and trays shall include reference to other Royal Mail containers as agreed by Royal Mail with the Customer, the Customer not to unreasonably withhold its agreement.
- 5.11 The Customer and each Agency Customer shall ensure that each Mailing Item is addressed in accordance with the Premium User Guide.
- 5.12 The Customer shall procure that each Consolidated Posting, Pre-sorted Agency Customer Posting and Originating Customer Posting comprises not less than 4,000 Mailing Items.
- 5.13 Where possible, the Customer shall ensure that Mailing Items of a similar weight, shape or size are securely bundled and placed within bags, in accordance with the Premium User Guide. Once bundling is removed, Mailing Items must be capable of being individually handled and must not be stuck to one another for any reason.
- 5.14 Where Originating Customer Postings and Agency Postings are segregated and labelled according to whether they are machineable or non-machineable for Royal Mail's purposes, the Customer shall maintain that segregation and labelling and present the Originating Customer Postings or Agency Postings in that way to Royal Mail. Where the Customer is providing Royal Mail with Consolidated Postings and its customers have segregated and labelled according to whether they are machineable or non-machineable for Royal Mail's purposes, the Customer shall maintain that segregation and labelling.

6. Access Indicators

- 6.1 All Mailing Items shall carry the Royal Mail Access Indicator with a Customer licence number and service identifier in the top right hand corner of any Mailing Item in the layout set out in Schedule 3 and the Premium User Guide.
- 6.2 All Mailing Items shall carry an approved **Indicium** comprising the Customer Access Indicator and the Royal Mail Access Indicator, in the layout set out in Schedule 3, subject to operational testing of that Indicium being completed to the satisfaction of Royal Mail.

7. Addressing Standards and Returns

- 7.1 The Customer shall procure that all Mailing Items comply with the addressing standards specified in the Premium User Guide.
- 7.2 The Customer shall procure that each Mailing Item is clearly marked on the reverse with a UK return address, either the Customer's or a posting customer's address, for return if the Mailing Item cannot be delivered to the relevant address.
- 7.3 Any Mailing Item which cannot be delivered to the relevant address by Royal Mail shall be returned to the return address provided the Customer has complied with paragraph 7.2 in respect of that Mailing Item.
- 7.4 The Customer shall be entitled to mark any Mailing Item such that the Customer is able to identify from which of its customers that Mailing Item originates provided that any such marking complies with the Premium User Guide.
- 7.5 The Customer and each Agency Customer shall procure that the contents of all Mailing Items handed over to Royal Mail under this Agreement or an Agency Customer

Agreement, as the case may be, conform to the British Codes of Advertising and Sales Promotion (BCASP).

- 7.6 The Customer and each Agency Customer shall use all reasonable endeavours to procure that the Mailing Preference Service's Suppression File is applied to all relevant Mailing Items.

8. Vehicle access

- 8.1 The Customer shall notify Royal Mail of the **Pool** of drivers from which the Customer will select drivers to make deliveries of Mailing Items to Royal Mail and the vehicle registrations of the vehicles which such drivers will use. Such vehicles shall be identifiable as working on behalf of the Customer.
- 8.2 Subject to paragraph 8.3, the Customer shall only be entitled to use drivers and vehicles to hand over Mailing Items to an Inward Mail Centre who or which, as the case may be, are selected from the Pool.
- 8.3 If a driver or vehicle in the Pool is unavailable for a reason beyond the Customer's reasonable control, including driver illness, the Customer shall be entitled to use a driver or vehicle not selected from the Pool provided that the Customer notifies Royal Mail of the identity of that driver or vehicle registration of that vehicle, as the case may be, at least one hour before that driver or vehicle arrives at the relevant Inward Mail Centre.
- 8.4 The Customer shall ensure that at each Inward Mail Centre its drivers:
- 8.4.1 comply with the relevant queuing and other operating procedures (including health and safety requirements); and
 - 8.4.2 unload their vehicles in accordance with the reasonable requirements of Royal Mail.
- 8.5 Royal Mail shall have the right to request that individual drivers who do not comply with the requirements set out at paragraphs 8.4.1 and 8.4.2 leave or do not enter (as the case may be) Royal Mail premises.

9. Handover to Royal Mail

- 9.1 At the relevant Inward Mail Centre to which the Customer hands over Mailing Items, the Customer shall procure that its drivers submit to the relevant Royal Mail personnel two copies of a paper **Manifest** relating to that Daily Posting indicating:
- 9.1.1 the number of bags/trays being handed over;
 - 9.1.2 the weight of each bag/tray;
 - 9.1.3 the number of Mailing Items in each bag/tray;
 - 9.1.4 and the locations and date of hand over; and
 - 9.1.5 any other information which Royal Mail might reasonably require as specified in the Premium User Guide.
- 9.2 Each Manifest shall also be sent in electronic form to the contact point as set out in the Premium User Guide or any operational manual.

- 9.3 Royal Mail personnel shall be entitled to:
- 9.3.1 check the accuracy of the Manifest as to the information required to be indicated on the Manifest pursuant to paragraph 9.1, including a reconciliation against the details notified in accordance with paragraph 3.8; and
 - 9.3.2 following any such check, notify the Customer of any discrepancies; and
 - 9.3.3 following agreement with the Customer, make any corrections to the Manifest which are reasonably necessary.
- 9.4 The Customer's driver and the Royal Mail personnel shall sign the Manifest and each retain a copy. In addition, at the request of the Customer, Royal Mail personnel shall confirm hand over of a Posting by signing the Customer's hand-held device or such other confirmation as may be agreed by Royal Mail from time to time. Such confirmation does not constitute acceptance of the Posting which occurs only when Royal Mail has completed the activities set out in paragraph 2.1.
- 9.5 The Manifest signed in accordance with paragraph 9.4 shall constitute hand over to Royal Mail of the relevant Mailing Items subject to Royal Mail's right to reject Mailing Items under paragraph 2.
- 9.6 The Customer shall provide Royal Mail with a Posting Docket or Dockets in respect of each Daily Posting.
- 9.7 Royal Mail personnel shall be entitled to:
- 9.7.1 check the accuracy of the Posting Docket(s);
 - 9.7.2 following any such check, notify the Customer of any discrepancies; and
 - 9.7.3 make any corrections to the Posting Docket which are reasonably necessary.
- 9.8 Following the process set out in paragraph 9.7, Royal Mail shall prepare an electronic statement for each Daily Posting (**Client Report**) and the Parties shall agree the Client Report as an accurate record of that Daily Posting. The Client Report shall be final and binding in respect of that Daily Posting and Royal Mail shall release the Mailing Items within that Daily Posting for processing.
- 9.9 As soon as practicable following agreement of the Client Report, and in any event by 12.00 (midday) on that Working Day, the Customer shall provide Royal Mail with the number of Mailing Items for each Agency Customer by format, and weight for each service within that Daily Posting. The information to be provided under this paragraph 9.9 by the Customer shall include such information as Royal Mail reasonably requires in relation to any Consolidated Posting, including Consolidated Postings in respect of which a Surcharge is to be raised, to enable Royal Mail to invoice for that Surcharge in accordance with paragraph 2.3.3.
- 9.10 Royal Mail shall invoice each Agency Customer using the information provided by the Customer in accordance with paragraph 9.9. If there is any error in such information, Royal Mail shall at the Customer's cost and request issue amended invoices and/or credit notes to the Agency Customers. The Customer shall indemnify Royal Mail in respect of any dispute raised by any Agency Customer in respect of any such error. If the information is not provided in accordance with paragraph 9.9 for a Daily Posting, Royal Mail shall invoice the Customer for that Daily Posting on the basis of the Client Report for that Daily Posting.

10. Security

- 10.1 In respect of all of the Customer's drivers who are in the Pool and who are to hand over Mailing Items to an Inward Mail Centre, the Customer shall:
- 10.1.1 undertake such security checks that a reasonable and prudent employer or contractor would undertake in the circumstances; and
 - 10.1.2 issue identification badges (or other form of identification) which in either case includes a photograph of the driver or (in the case of non-Pool drivers as permitted in paragraph 8.3) one-day only letters of authorisation.
- 10.2 The Customer shall procure that its drivers show to Royal Mail on request the identification or authorisation issued in accordance with paragraph 10.1.2.
- 10.3 The Customer shall provide to Royal Mail details of an individual (including name and telephone number) who may be contacted in any 24 hour period to address security issues.
- 10.4 The Customer shall co-operate with all reasonable requests by Royal Mail in relation to security issues.

Schedule 2 Access Premium Charges

1. The Customer or as applicable the Agency Customer shall pay **Access Premium Charges** calculated in accordance with the table in this Schedule 2 (using the prices (in pence)) until varied in accordance with clause 13.

Access Charges above the first, or if there is one, second weight step are calculated using the following formula:

$$((\text{Average Weight} - a) * b) + c$$

2. The Access Premium Charges are exclusive of VAT and stated at the values for the period year ending 31 March 2013. Royal Mail may vary the Access Premium Charges on at least ten weeks' prior written notice provided that the variation is no greater than is permitted by the Licence or as otherwise determined by the Commission.
3. Prior to such time as the Services are subject to price restrictions through an amendment to Royal Mail's Licence (see para. 4 below), then subject to paragraph 2 above, Royal Mail may vary the Access Premium Charges by a percentage amount equivalent to the average percentage price changes for the retail unsorted 1st class product (being the average of the change for stamps, meter and PPI).
4. Should the Commission indicate it wishes to change or consult on an amendment to the Licence which would impact on any of the Services, the Parties will discuss at the review meetings described in clause 13.9 the impact of such an amendment on this Agreement, if any. If the Commission decides to amend the Licence, Royal Mail shall provide the Customer at least one month's written notice of any variation to this Agreement that in Royal Mail's view is necessary to reflect the obligations placed on Royal Mail under the revised Licence as if the Services were Regulated Services under the Licence, such variation to take effect on the date any such change to the Licence takes effect.

NOTICE: ALL CURRENT PRICING TABLES RELEVANT TO THIS SCHEDULE 2 ARE AVAILABLE TO VIEW AT www.royalmailwholesale.com

Schedule 3

Indicium

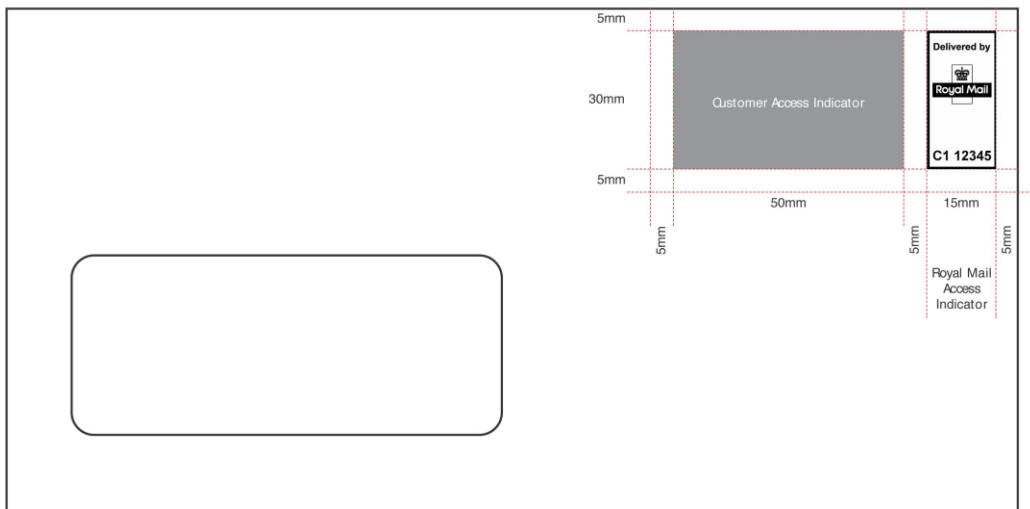
Customer Access Indicator (Optional)

[insert customer Access Indicator]

Royal Mail Access Indicator



Layout for Letters



Schedule 4

Royal Mail Access Indicator Licence

Subject to Part 2, the Royal Mail Access Indicator Licence shall take the form set out at Part 1 of this Schedule 4.

Part 1

LICENCE FOR USE OF ROYAL MAIL PRINTED POSTAGE IMPRESSIONS (“ROYAL MAIL PPIs”)

Royal Mail Group Ltd (“Royal Mail”) is willing to grant the Customer (“You”) the non-exclusive right to use Royal Mail PPIs as set out in the “toolkit” section of www.royalmail.com/insight (the “Royal Mail PPI Design Requirements”) as updated from time to time until termination of the permission strictly in accordance with the following terms:

(A) ROYAL MAIL PPIs

1. In order to use a Royal Mail PPI You must comply strictly with the Royal Mail PPI Design Requirements and any other requirements regarding the use of Royal Mail PPIs existing from time to time. Specifically, and without limiting the foregoing, You may only use a Royal Mail PPI if You:
 - 1.1. reproduce the Royal Mail PPI in the form as set out in the Royal Mail PPI Design Requirements;
 - 1.2. have first been assigned a Royal Mail PPI licence number;
 - 1.3. incorporate the Royal Mail PPI licence number into the Royal Mail PPI and **do not** make any amendment, modification, alteration, or reformatting except with the prior written approval of Royal Mail Brand Team, 100 Victoria Embankment, London EC4Y 0HQ;
 - 1.4. ensure that any Royal Mail PPI used does not contain any date reference;
 - 1.5. operate a Royal Mail Standard Tariff Account and use a relevant Scheme service and/or have entered into a Royal Mail posting contract such as a Mailsort, Packetpost or Condition 9 Agreement;
 - 1.6. have an active and fully paid up Royal Mail PPI account; and
 - 1.7. have a posting docket book or approval to use Royal Mail’s electronic docketing system, as the case may be, to be used with each posting bearing a Royal Mail PPI;
 - 1.8. inform Royal Mail immediately if Your contact details change.
2. To obtain a Royal Mail PPI account, You must fulfil certain criteria which will be explained to You at the time you apply by a designated Royal Mail Account Handler. If You fulfil the criteria You may, at Royal Mail’s discretion, be given a Royal Mail PPI Licence number by the Account Handler. If You do not fulfil the criteria, You may not

use any Royal Mail PPIs.

3. You shall not use the Royal Mail PPI on any Letters, Large Letters, or Packets or other items to be collected, conveyed or delivered by a third party, save as otherwise agreed by Royal Mail as required for the purposes of using an agent to hand over mail to Royal Mail under a Condition 9 agreement.
4. A Royal Mail PPI indicates that postage is payable to Royal Mail. You shall pay postage on Mailing Items sent which display the Royal Mail PPI at the appropriate postage rate for items of the size, weight and class of the items sent. Under no circumstances may You use a Royal Mail PPI without submitting to Royal Mail a correctly completed approved posting docket and paying the correct postage to Royal Mail.
5. This permission shall not constitute or imply any agreement between You and Royal Mail or any undertaking or obligation whatsoever on the part of Royal Mail regarding the carriage of any Mailing Item. The carriage of Mailing Items bearing any Royal Mail PPI shall be governed by the relevant posting contract between You and Royal Mail or by the relevant Scheme. The terms of those agreements or the provisions of the relevant Scheme, as the case may be, shall prevail over the terms of this permission to the extent required to resolve or negate the conflict or inconsistency.

(B) INTELLECTUAL PROPERTY

6. You must not portray any imagery or words related to Royal Mail in any way which would or may bring Royal Mail into disrepute. You must comply with Royal Mail's policies and guidelines relating to the use of the Royal Mail PPI and payment of postage. You must not do or suffer to be done any thing which may adversely affect the distinctiveness of the Royal Mail PPI or the rights of Royal Mail in and to the Royal Mail PPI or which might reduce their value.
7. You must not use or reproduce any other intellectual property owned by Royal Mail or use the Royal Mail PPI except as expressly permitted in these terms. You must not use any marks or get up which may be associated with or is confusingly similar to those used by Royal Mail.
8. These terms do not and will not operate to grant You any rights (including without limitation any right to goodwill) in respect of the Royal Mail PPI or any other intellectual property owned by Royal Mail.
9. All intellectual property rights in respect of the Royal Mail PPI will remain vested in Royal Mail at all times and You must not do any act which would or might invalidate such title. You shall not use or seek to register any trade mark, business name, corporate name or domain name which might be confused with the Royal Mail PPI or Royal Mail.
10. All goodwill attaching to the Royal Mail PPI arising through Your use of the Royal Mail PPI will automatically accrue to Royal Mail, whether arising at common law or otherwise, and Royal Mail or its successors in title can call for an assignment of goodwill at any time and without any cost.

(C) GENERAL

11. Royal Mail may terminate this permission or vary these terms at any time on giving You seven days' notice in writing.
12. In addition, Royal Mail may terminate this permission immediately at any time on giving written notice to You if:

- 12.1. in Royal Mail's opinion, the reputation or the business of Royal Mail or its parent, subsidiaries or sister companies is or may be adversely affected in any way;
 - 12.2. You are or appear to be in breach of any of the provisions of this permission, the Royal Mail PPI Design Requirements, the terms of Your Royal Mail PPI account, the terms of Your relevant posting contract between You and Royal Mail or the provisions of the relevant Royal Mail Scheme;
 - 12.3. Your Royal Mail PPI account is terminated by Royal Mail; or
 - 12.4. You become insolvent.
13. If these terms are terminated in accordance with clauses 11 or 12 or any other posting contract that You have entered into with Royal Mail if applicable, You must immediately:
- 13.1. cease using the Royal Mail PPI;
 - 13.2. stop supplying, distributing and printing the stationery incorporating the Royal Mail PPI,
 - 13.3. at Royal Mail's sole discretion and request, either ensure that the Royal Mail PPI is completely concealed on the remaining copies of such stationery (for example by over-labelling of the whole of the Royal Mail PPI) or destroy the remaining copies of such stationery and provide Royal Mail with a certification signed by one of Your directors that all remaining copies are destroyed; and
 - 13.4. return to Royal Mail any materials it supplied to You.
14. If You fail to comply with clause 13 Royal Mail may, on reasonable notice (being no less than 5 working days), have access to your premises for the purpose of recovering stocks of materials bearing a Royal Mail PPI.
15. You undertake that You shall not make any statements or claims that indicate that Royal Mail has approved or recommended any goods or services offered by You and/or Your agents.
16. The rights granted under these terms are personal to You and You may not assign or license any of the rights granted under these terms without the prior written consent of Royal Mail. Nothing in these terms confers on any third party any benefit nor the right to enforce any clause of these terms.
17. This permission is issued in accordance with the relevant Royal Mail Scheme under s28 of the Post Office Act 1969 or s89 of the Postal Services Act 2000 or any other Schemes which may be made from time to time.
18. These terms are governed by English law. You and Royal Mail submit to the exclusive jurisdiction of the English courts.

Part 2

1. Where the licence at Part 1 above refers to the "Royal Mail PPI" or "PPI", that shall for the purposes of this Agreement mean the Royal Mail Access Indicator.
2. Royal Mail agrees that if it uses clause 11 of the licence set out at Part 1 to terminate the licence without cause and without granting the Customer a new licence in respect of the Royal Mail Access Indicator (on terms that are not materially prejudicial to the Customer when compared to the licence at part 1), then the Customer shall not be obliged to use the Royal Mail Access Indicator and this Agreement (in particular, paragraphs 2.3.3, 3.3 and 6 of Schedule 1) shall be deemed varied accordingly.

3. Royal Mail confirms that clause 16 of the licence set out at Part 1 shall not prevent the Customer from authorising its customers to use the Royal Mail Access Indicator in accordance with and as provided for in this Agreement.
4. In the event of there being any conflict between the wording of the Premium User Guide and the Royal Mail PPI Design Requirements, the Premium User Guide shall prevail.

Schedule 5

Agency Customer Agreement

DATED 20[* *]

BETWEEN

1. **ROYAL MAIL GROUP Ltd**, registered in England and Wales with number 4138203 whose registered office is at 100 Victoria Embankment, London EC4Y 0HQ (**Royal Mail**); and
2. [***AGENCY CUSTOMER NAME***], registered in England and Wales with number [* *] whose registered office is [* *] (**Agency Customer**).

RECITALS

- (A) On [* insert date *], Royal Mail and [insert name of Access customer] entered into a Condition 9 Access Premium Agreement (**Operator Access Agreement**) whose provisions envisaged that other parties would be joined to that Agreement as Agency Customers.
- (B) Royal Mail and the Agency Customer have agreed that the Agency Customer will become an Agency Customer on the terms set out below.
- (C) The Agency Customer has appointed [insert name of Access customer] as its agent for the purposes of this Agency Customer Agreement and the Operator Access Agreement.

IT IS AGREED

1 Definitions and interpretation

All terms not otherwise defined in this Agency Customer Agreement will have the meanings given to them by the Operator Access Agreement and all provisions relating to interpretation of the Operator Access Agreement will apply to this Agency Customer Agreement.

2 Coming into Effect

This Agency Customer Agreement will come into effect and the Agency Customer will become an Agency Customer for all purposes under the Operator Access Agreement with effect from [insert date].

3 Continuation and Termination

Unless otherwise terminated under any provision of clause 8 of the Operator Access Agreement or clause 6.3 below, this Agency Customer Agreement will continue in effect unless and until terminated by the Agency Customer serving not less than 28 days' notice upon Royal Mail.

4 Application of Operator Access Agreement to Agency Customer

- 4.1 The Agency Customer confirms that by entering into this Agency Customer Agreement it will be bound by all provisions of the Operator Access Agreement as they apply to Agency Customers including the provisions of clauses 3, 5, 6, 9, 11, 12, 13, 14, 16 and 18 as well as the provisions of Schedules 1, 2 and 4.

- 4.2 In respect of the Agency Customer Services, save as otherwise specified in the Operator Access Agreement, the Agency Customer shall remain liable to Royal Mail in all respects for compliance with the applicable terms of the Operator Access Agreement, including but not limited to payment of the charges due to Royal Mail under the Access Agreement and shall be entitled to exercise the rights of an Agency Customer against Royal Mail as specified in the Operator Access Agreement.

5 Provision of Agency Customer Services to the Agency Customer

Royal Mail confirms that in consideration of the payment to it of all Charges relating to the Agency Customer's Mailing Items, Royal Mail will provide the Agency Customer Services to the Agency Customer throughout this Agency Customer Agreement in accordance with the Operator Access Agreement including Schedule 1.

6 Appointment of Agent

- 6.1 The Agency Customer has formally appointed **[insert name of Access Customer]** with a registered address at **[insert address]** and with company registration number **[insert number]** (the **Agent**) to act as its agent in respect of Mailing Items which the Agency Customer wishes to post with Royal Mail under and in accordance with the Operator Access Agreement;
- 6.2 The Agent is authorised to negotiate and agree on the Agency Customer's behalf in respect of the Agency Customer's liability to Royal Mail for all surcharges under the Operator Access Agreement (including but without limitation Surcharges due pursuant to paragraph 2.3.3 of Schedule 1).
- 6.3 Any termination of the Agent's appointment will operate to terminate this Agency Customer Agreement with immediate effect;
- 6.4 Without prejudice to its obligations and liabilities as principal pursuant to this Agency Customer Agreement, the Agency Customer requires that Royal Mail deal with the Agent as its agent in all respects in relation to all the Agency Customer's Mailing Items including meeting all the presentation requirements, handover of the Mailing Items to Royal Mail, confirmation of number of Mailing Items, receipt of invoices and where required by the Agency Customer making payment on its behalf;
- 6.5 The Agent shall act as the day to day contact with Royal Mail in respect of the Agency Customer's Mailing Items to be posted under the Operator Access Agreement. The Agent's contact details are as follows, unless and until such time as the Agency Customer or the Agent gives notice to Royal Mail of a change in such details:

[contact name (s) :
 [contact tel. Nos :
 [address :
 etc.]

7 Notices

- 7.1 All notices and other communications to be served on or given to either party under this Agency Customer Agreement shall be in writing and sent by:
- 7.1.1 the recorded signed for delivery service to the Agency Customer and Royal Mail at their respective addresses first given at the commencement of this Agency Customer Agreement; or
- 7.1.2 facsimile to the Agency Customer on [* insert fax number *] and to Royal Mail on 0207 250 2001

or such other address or facsimile number as has been notified from time to time by one party to the other in accordance with this clause 7.

7.2 Notices shall be marked for the attention of:

7.2.1 in the case of the Agency Customer [* insert contact name and email address *];

7.2.2 in the case of Royal Mail, Managing Director, Royal Mail Wholesale.

7.3 A notice shall be deemed to have been served or received:

7.3.1 if sent by the recorded signed for delivery service, at the time of delivery;

7.3.2 if sent by facsimile, (subject to confirmation of uninterrupted transmission by a transmission report) where such transmission occurs before 5.00pm, on the day of transmission and, in any other case, at 9.00am on the day immediately following the day of transmission.

7.4 All notices served under this Agency Customer Agreement shall be served simultaneously on the Agent by the party serving such notice to the contact given in clause 6.5 at the address or fax number given in that clause. Such service on the Agent shall be effected in manner specified in this clause 7.

Signed by [insert name]
Duly authorised on behalf of
[insert company name]

Director / Secretary
Signed by []
Duly authorised on behalf of
Royal Mail Group Ltd

Schedule 6

Segregated Pre-sorted Agency Customer Postings

Company	Registered number
Alliance & Leicester Public Limited Company	03263713
American Express Financial Services Europe Limited	03614902
Aviva plc	02468686
AXA Sun Life Public Limited Company	03291349
Barclays Bank PLC	01026167
Capital One Bank (Europe) plc	03879023
Santander Cards UK Limited	01456283
HBOS plc	SC218813
HSBC Bank plc	00014259
Lloyds TSB Bank plc	00002065
MBNA Limited	05762092
Nationwide Building Society	N/A
The Royal Bank of Scotland Public Limited Company	SC090312
Standard Life plc	SC286832

And their successors in title and each of their Affiliates from time to time.

EXECUTED by the Parties

Signed by [Contact Name])
Duly authorised)
for and on behalf of)
Royal Mail Group Ltd)

Signed by [Contact Name])
Duly authorised)
for and on behalf of)
[The Customer])