

SCHEDULE 24

ROYAL MAIL MAGAZINE SUBSCRIPTION MAIL™

Where this Schedule forms part of your Contract with us, the following terms and conditions shall apply in addition to and (unless expressly stated otherwise) without prejudice to the terms set out in the General Access Terms and Conditions (and the rest of this Contract):

1. **Background**

This Schedule sets out the terms on which you and we agree that you may post Magazine Subscription Mail.

2. **Definitions and interpretation**

2.1 Schedule 1 of your Contract explains the meaning of some words and phrases used in your Contract, including this Schedule, and sets out some rules of interpretation which also apply to this Schedule.

2.2 In addition, some words and phrases used specifically in this Schedule are defined below:

Magazine Subscription Mail	Large Letters which are declared by you as Magazine Subscription Mail and which meet the criteria for Magazine Subscription Mail set out in this Contract including the User Guide.
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Magazine Subscription Mail Posting	A mailing containing only Large Letters of the same Title.
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Title	A specific Magazine Subscription Mail publication.
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3. **Commencement and duration**

3.1 The terms of this Schedule shall take effect from the date that is agreed between you and us.

3.2 The terms of this Schedule shall continue to have effect until the earlier of:

3.2.1 the date this Contract is terminated in line with its terms; or

3.2.2 the date this Schedule is terminated under paragraphs 5.1.3 or 7 of this Schedule.

4. **Requirements for Magazine Subscription Mail**

4.1 In addition to the other specifications and requirements for Magazine Subscription Mail set out in this Schedule and in the User Guide, you must also ensure that:

4.1.1 each Title is posted at least two times per year; and

4.1.2 each Magazine Subscription Mail Posting contains a minimum of 1000 Mailing Items.

4.2 You may handover Magazine Subscription Mail Postings which are up to 10mm in thickness either as:

4.2.1 Mailmark Mailings; or

4.2.2 Manual Items.

4.3 Magazine Subscription Mail Postings which are between 10mm and 25mm in thickness must be handed over as a Manual Item.

- 4.4 Each Magazine Subscription Mail Posting you handover as Mailmark Mailings in accordance with paragraph 4.2.1, must comply with the specification requirements set out in Schedule 20 (Royal Mail Mailmark).

5. Failure to meet the specifications

- 5.1 If you hand over Mailing Items as Magazine Subscription Mail and we establish to our reasonable satisfaction that the Mailing Items do not comply with any of the specifications and requirements under the Contract, this Schedule and/or the User Guide we may either:

- 5.1.1 reject the Mailing Items;
- 5.1.2 accept the Mailing Items but charge you the applicable Access Charges for the Access Service specification that those Mailing Items meet;
- 5.1.3 take any one or more actions set out in paragraphs 8 and 9 of Schedule 20 (Royal Mail Mailmark) in respect of Mailmark Mailings; or
- 5.1.3 suspend or terminate your right to post Magazine Subscription Mail under this Schedule immediately on giving written notice to you.

- 5.2 Without prejudice to any other rights or remedies we may have, if you fail to meet the requirements in paragraph 4.1, we may also exercise the applicable remedies for non-compliance set out in paragraph 15.6 of the User Guide.

- 5.3 We may charge you an additional amount to recover our reasonable costs in undertaking any of the actions referred to in paragraphs 5.1 and/or 5.2.

- 5.4 We will notify you if we take any of the actions set out in paragraph 5.1 and/or 5.2.

6. Pricing

- 6.1 Only Mailing Items eligible for Magazine Subscription Mail that you hand over to us and we accept will qualify for the Magazine Subscription Mail charges.

- 6.2 We publish the Magazine Subscription Mail charges on the pricing page of the Website, as amended from time to time in line with clause 13 of the General Access Terms and Conditions of this Contract.

7. Change and Termination

- 7.1 We may change the Magazine Subscription Mail service or any of its service specifications on at least 70 days' written notice pursuant to clause 13.3.3 of the General Access Terms and Conditions of this Contract.

- 7.2 Regardless of any other term of this Contract, either of us may terminate the terms of this Schedule on written notice with immediate effect if the other Party commits any material or persistent breach of the terms of the Contract or this Schedule as long as, where the breach can be remedied, it has not been remedied within 30 days of the Party in breach having been notified of the breach by the other Party and asked to take steps to remedy the breach.

- 7.3 Regardless of any other term of this Contract, we may terminate the terms of this Schedule on written notice with immediate effect if:

- 7.3.1 you fail to pay any Postage, Surcharges, Profile Surcharges or other charges due under this Contract as they fall due; or
- 7.3.2 an Insolvency Event occurs.
- 7.3.3 Termination of this Schedule by either of us (for any reason) shall not affect any rights which either of us may already have under this Schedule before the date

of termination, or whether or not any obligations under the Schedule which were intended either to come into or remain in force after termination do so.