

This document sets out the changes we are making to the Access Letters Contract ("ALC"). This document should be read together with:

- the document entitled "Summary of important changes to the Access Letters Contract" (the "Summary Table"); and
- the conformed copy of the updated ALC (the "Updated ALC").

Dated

ROYAL MAIL GROUP LIMITED

[CUSTOMER]

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ACCESS LETTERS CONTRACT  
(Annotated)

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<b>Key – Please read this section carefully</b>	
Blue Text	The provisions have not been amended in the Updated ALC. Please note that they may have been moved as part of the consolidation exercise.
Green Text	The provisions have been moved to the User Guide / Website. Please review the updated User Guide in full as the provisions that have been moved from the ALC may have been amended in the User Guide as part of the general consolidation and simplification process of the User Guide.
Red Text	The provisions have been deleted in the Updated ALC.
Orange Text	The provisions have been substantially amended in the Updated ALC.
<b>[Highlighted Text]</b>	Notes have been included to explain why the text has been deleted or substantially amended. All cross-references in the notes are to provisions in the Updated ALC.

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This Contract has ♦ parts. Please check that you have each part of the Contract before you sign it. The parts of your Contract are:

- 1 this page
- 2 your Contract Details, which contains some terms specific to your Contract with us
- 3 our General Access Terms and Conditions, which are attached to your Contract Details
- 4 [ ] schedules
- 5 our User Guide.

**[Note: This provision has been simplified, please see the Contract Details in the Updated ALC]**

Words given an initial capital letter have a particular meaning. You will find an explanation of these words and phrases set out in Schedule 1.

Dated

2020

Between

- (1) **Royal Mail Group Limited** (No. 04138203) whose registered office is at 100 Victoria Embankment, London EC4Y 0HQ (us or we); and **[Note: Royal Mail Group Limited has changed its registered office address]**
- (2) **[Customer's Registered Name]**, (No. ♦) whose registered office is at ♦ (you).

**Background**

- (A) Under the terms of the USP access conditions imposed on us by Ofcom, we must provide access to our Inward Mail Centres to other postal operators and users who have Letters and Large Letters for delivery in the United Kingdom.
- (B) You have asked for access to our Inward Mail Centres and this Contract sets out the terms and conditions that will apply to that access. This Contract is only available for as long as we are required under the USP access conditions to provide access to our Inward Mail Centres for Letters and Large Letters.
- (C) We offer a choice of different price plans for access:
  - 1) National Price Plan One (SSCs);
  - 2) Averaged Price Plan Two (Zones);
  - 3) the Regional Price Plan (Zones); and
  - 4) the Zonal Price Plan.

The availability of National Price Plan One (SSCs), Averaged Price Plan Two (Zones) and the Regional Price Plan (Zones) to you is subject to your meeting the applicable eligibility criteria.

**[Note: this text is a duplication of clause 3 and Schedule 3 and has been deleted in the Updated ALC for simplification purposes.]**

- (D) [On ♦ we entered into [a] Pre-existing Access Contract[s] with you granting you access to our Inward Mail Centres. You now wish to enter into this Contract in place of your Pre-existing Access Contract[s].]  
**[Note: as all customers have entered into the ALC, the provisions in relation to Pre-existing Access Contracts have been deleted for simplification.]**

**Operative Terms**

## **1 Definitions and interpretation**

- 1.1 In this Contract, words and expressions with an initial capital letter have meanings set out in Schedule 1. Schedule 1 also sets out some rules on how to interpret this Contract.

## **2 Your Access Start Date**

- 2.1 Your Access Start Date will be [ ].
- 2.2 [On your Access Start Date your Pre-existing Access Contract[s] will terminate, but this will not affect any rights which may have already accrued to either of us under the Pre-existing Access Contract[s].]

or

2.3 [On your Access Start Date the terms of your Pre-existing Access Contract[s] will be replaced by the terms of this Contract. This will not affect any rights which may have already accrued to either of us on the Access Start Date.]

**[Note: as all customers have entered into the ALC, the provisions in relation to Pre-existing Access Contracts have been deleted for simplification.]**

**3 Your Price Plan or Plans**

3.1 Subject to satisfying the relevant eligibility criteria set out in Schedule 3, you may opt to operate on:

- (a) a single Price Plan selected from: National Price Plan One (SSCs), Averaged Price Plan Two (Zones), the Regional Price Plan (Zones) and the Zonal Price Plan; or
- (b) either of National Price Plan One (SSCs) or Averaged Price Plan Two (Zones) and the Zonal Price Plan.

You may not operate on both National Price Plan One (SSCs) and Averaged Price Plan Two (Zones). If you opt to operate on the Regional Price Plan (Zones), you may not operate on any other Price Plan. **Whatever choice you make, you must operate under the specific terms of the chosen Price Plan or Price Plans.** When you have made that choice, you will be given separate account numbers which you will need to use in order to identify the Price Plan under which your Mailing Items are being declared. **[Note: additional text removed as it duplicates the provisions of paragraph 3.2 below.]**

3.2 You have opted to operate on [National Price Plan One (SSCs)] / [Averaged Price Plan Two (Zones)] [and] [the Zonal Price Plan] / [the Regional Price Plan (Zones) and your selected Region is [England and Wales] / [Scotland] / [Northern Ireland]]. The terms of your Price Plan[s] are set out in Schedule 3 of your Contract and you agree to comply with the terms of [that] / [those] Price Plan[s].

3.3 You may elect to switch your selected Price Plan[s] by giving us no less than 30 days' written notice. **[Note: amended for clarification purposes]**

**4 Contact Information**

4.1 Your Operational Contact is:

Name:	Email address:
Title:	Postal Address:
Telephone number:	
Mobile number:	Fax number:

4.2 Your Commercial Contact must be a person who has authority to act on your behalf in entering into this Contract and in approving any variation to this Contract. We may ask you to verify the Commercial Contact's authority. Your Commercial Contact is:

Name:	Email address:
Title:	Postal Address:
Telephone number:	

Mobile number:	Fax number:
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**[Note: fax has been deleted as a method of communication. This has also been reflected in Clause 10 of the Updated ALC.]**

4.3 You may change your Operational Contact or your Commercial Contact by informing our Commercial Contact **by telephone** and then confirming the new contact details by email to our Commercial Contact. **[Note: consolidated and option to notify via telephone deleted]**

4.4 Our Operational Contact is:

Name: Mick Chapman	Email address: <a href="mailto:mick.chapman@royalmail.com">mick.chapman@royalmail.com</a>
Title: DSA Central Control Manager	Postal Address:  Royal Mail Wholesale, 4th Floor, 185 Farringdon Rd, London EC1A 1AA
Telephone number:	
Mobile number: 07710 337862	Fax number: 020 7016 8585

4.5 Our Commercial Contact is:

Name:	Email address:
Title:	Postal Address:
Telephone number:	
Mobile number:	Fax number:

4.6 We may change our Operational Contact or our Commercial Contact by informing your Commercial Contact by telephone and then confirming the new contact details by email to your Commercial Contact. **[Note: consolidated in paragraph 4.3 of the Contract Details. Please see paragraph 4.3 of the Contract Details in the Updated ALC]**

## 5 The documents that make up your Contract

5.1 Your Contract is made up of the following documents:

- (a) the Contract Details;
- (b) the General Access Terms and Conditions;
- (c) the Access Letters User Guide;
- (d) Schedule 1 – Definitions and Interpretation;
- (e) Schedule 2 – Services;
- (f) Schedule 3 – Price Plan;
- (g) Schedule 4 – Access Indicum;

(h) Schedule 5 – UCIDs;

[List further optional schedules selected from:

(i) Schedule 6 – [Advertising Mail] or [Not selected];

(j) Schedule 7 – [Responsible Mail] – Discontinued;

(k) Schedule 8 - Mixed Weight or [Not selected];

(l) Schedule 9 – Tray Decanting or [Not selected];

(m) Schedule 10 - Tray Loan or [Not selected];

(n) Schedule 11 – York Exchange or [Not selected];

(o) Schedule 12 – Tray Dollys Exchange - Discontinued;

(p) Schedule 13 - York Hire or [Not selected];

(q) Schedule 14 – ALPS Exchange or [Not selected];

(r) Schedule 15 – Early Release or [Not selected];

(s) Schedule 16 – Segregation by Format or [Not selected];

(t) Schedule 17 – Agency Terms or [Not selected] ;

(u) Schedule 18 – Acceptance by Vehicle or [Not selected];

(v) Schedule 19 – Business Mail Large Letters or [Not selected];

(w) Schedule 20 – Royal Mail Mailmark® [Not selected].

**[Note: we have (1) consolidated the optional schedules; (2) transferred all process and specification points from the optional schedules to the User Guide; and (3) simplified the existing contractual provisions.]**

5.2 The documents which are listed above and which form your Contract should be read together with no particular order of priority, but if there is any ambiguity or discrepancy between them, then priority will be given as follows unless expressly stated elsewhere in the Contract (in order of descending importance):

(a) the Contract Details together with Schedule 1 – Definitions and Interpretation;

(b) the General Access Terms and Conditions;

(c) the Schedules (except for Schedule 1); and

**[Note: we have clarified this provision in the Updated ALC to reflect that, in case of conflict between the schedules to the ALC, the provisions of Schedule 2 will take precedence.]**

(d) the Access Letters User Guide.



If the wording of any of the documents when read together is (or appears to be) ambiguous or conflicting, then we will review the wording and clarify the position to you. **[Note: Deleted to remove confusion as to the order of precedence]**

The User Guide expands on the terms of the Contract Details, General Access Terms and Conditions and Schedules. This expansion shall not be treated as an inconsistency between the Contract Details, General Access Terms and Conditions, the Schedules and/or the User Guide. **[Note: text has been simplified]**

**EXECUTED** by the Parties

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

## GENERAL ACCESS TERMS AND CONDITIONS

### Introduction

These General Access Terms and Conditions form part of your Contract with us. You will find the information about the different parts of your Contract in your Contract Details.

### 1 When this Contract starts

1.1 This Contract begins on the date that this Contract is signed by both of us and dated.

1.2 Your access to our Inward Mail Centres begins on your Access Start Date.

### 2 The Services

2.1 We will provide the Services from the Access Start Date. We will carry out our obligations set out in this Contract and we will comply with the terms of this Contract.

2.2 You agree to carry out your obligations set out in this Contract and to comply with the terms of this Contract. If you post any Mailing Items on behalf of a third party, you agree to ensure that they also comply with the terms of this Contract.

### 3 Essential requirements for your Mailing Items

3.1 You must ensure that the Mailing Items handed over to us under this Contract:

- (a) do not break the Advertising Codes;
- (b) do not contain any Prohibited Items;
- (c) do not contain any Restricted Items unless those Mailing Items meet our requirements for Restricted Items;
- (d) do not contain any Valuables;
- (e) comply with all relevant requirements of this Contract, including any relevant requirements in the User Guide; and
- (f) comply with all relevant laws and regulations.

3.2 You should make reasonable efforts to check the addressee name and delivery address of a relevant Mailing Item against the latest version of the Mailing Preference Service's Suppression File before you hand over the Mailing Item to us. You can get the Mailing Preference Service's Suppression File from the Mailing Preference Service, DMA House, 70 Margaret Street, London W1W 8SS. **[Note: moved to the User Guide]**

### 4 Calculation and checking of Postage

4.1 You must ensure that Postage for each Daily Posting is calculated and declared by you in line with the relevant Price Plan and with the requirements of the User Guide. Your Posting Docket must contain complete and accurate information about that calculation and the Daily Posting to which it relates. Details of how to provide us with a Posting Docket are set out in the User Guide, and you must comply fully with the requirements of the User Guide.

4.2 You agree:

- (a) (at all reasonable times and upon reasonable notice) to let us inspect your records relating to your Daily Postings in order to check the details of each Daily Posting and the Postage payable for each Daily Posting; and
- (b) to co-operate with our reasonable requests for information about each Daily Posting and the Postage payable for each Daily Posting.

You do not need to identify by name third parties for whom you have posted.

**[Note: text has been consolidated in Clause 11 in the Updated ALC]**

## 5 Health and safety and indemnities

5.1 You must ensure that you and your employees, agents and contractors comply with:

- (a) our health and safety requirements whilst on our premises, as set out in our health and safety policies; and
- (b) our reasonable requests relating to health and safety; and
- (c) the requirements of the User Guide on health and safety in force from time to time.

We will give you a copy of our health and safety policies and of any amendments made to them in future. You will find our current health and safety policies published on our Website.

5.2 You shall indemnify us against any liabilities, costs, expense, damages and losses (including reasonable legal expenses) suffered or reasonably incurred by us (or our employees, agents and contractors) arising from any breach by you of clause 5.1.

5.3 If we want to claim under the indemnity under clause 5.2, we will:

- (a) notify you of the relevant facts giving rise to that claim as soon as reasonably practicable (and within 180 days) of first becoming aware of the claim;
- (b) consult with you about:
  - (i) losses connected with or arising from that claim;
  - (ii) the circumstances giving rise to the claim; and
  - (iii) how any loss or claim may be restricted or mitigated or any potential claim prevented or restricted.

**[Note: please refer to the Summary Table]**

- (c) take all reasonable steps to restrict or mitigate those circumstances or losses, or to prevent or restrict any potential claim;
- (d) not admit liability, or reach agreement or compromise with any person, body or authority about the potential claim unless we have:
  - (i) first consulted with you about an admission, agreement or compromise; and
  - (ii) given you a chance to give your reasons as to why you object to the admission, agreement or compromise within a reasonable period of time; and

- (e) give you (and any other person, body or authority who has reason to be concerned with the claim) in writing all relevant information and documents relating to the potential claim or the matters which will or are likely to give rise to a claim as may reasonably be required by you or by such other person, body or authority.

## 6 Liability

6.1 For the purposes of this clause 6, a reference to a Party includes its officers, employees or agents.

6.2 Nothing in this Contract limits or excludes the liability of a Party for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any liability which cannot be limited or excluded by applicable law.

6.3 You and we each acknowledge and agree that we do not keep detailed records of any Mailing Items.

6.4 Subject to clause 6.2 and paragraph 2 of Part A of Schedule 2, we are not liable to you, whether in contract, tort (including negligence) or otherwise, arising under or in connection with this Contract for any loss, damage or delay:

- (a) to any Mailing Item under this Contract;
- (b) to any Mailing Item given to a carrier to whom you have authorised us to give it under the Letter of Responsibilities;
- (c) arising from any delay in delivering any Mailing Item under this Contract;
- (d) to any Mailing Item which is already damaged before it is handed over by you, or by any third party for which you post, to any Inward Mail Centre;
- (e) to any Mailing Item if you have, or the owner of the Mailing Item has, been fraudulent or dishonest in any way in respect of that item; or

**[Note: deleted as covered by Clause 6.4(a) above. Please see clause 5.3 in the Updated ALC]**

- (f) where any person misrepresents their authority to receive the item on the intended recipient's behalf or your behalf.

6.5 Subject to clause 6.2 and paragraph 2 of Part A of Schedule 2, we are not liable to you, whether in contract, tort (including negligence) or otherwise, arising under or in connection with this Contract for:

- (a) loss of profit;
- (b) loss of revenue;
- (c) loss of contracts;
- (d) loss of business;

- (e) loss of anticipated savings;
- (f) loss of or damage to goodwill;
- (g) loss of data;
- (h) any indirect or consequential loss.

6.6 Subject to clause 6.2 and clause 11 (Payment Terms), you are not liable to us, whether in contract, tort (including negligence) or otherwise, arising under or in connection with this Contract for any:

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

## 7 Disruptive Events

**[Note: we have consolidated and simplified the drafting of this clause. Please see Clause 6 in the Updated ALC.]**

7.1 We will tell you about a Disruptive Event as soon as we reasonably can and let you know what it is we are unable to do as a result of it.

7.2 Our obligations under this Contract will be suspended;

- (a) to the extent that it is affected by the Disruptive Event; and
- (b) while the Disruptive Event continues;

provided that (except in the case of industrial dispute) we promptly take reasonable steps to resume performance as soon as reasonably possible.

7.3 If we cannot carry out any obligation under this Contract because of a Disruptive Event we will:

- (a) not be in breach of this Contract; and
- (b) not be liable for any delay on our part or any inability to carry out any obligation under this Contract.

## 8 Terminating this Contract

8.1 You may terminate this Contract at any time by giving us 28 days' written notice.

- 8.2 Either of us may terminate this Contract by giving written notice to the other (and the termination shall be effective immediately) if:
- (a) the other Party commits any material or persistent breach of the terms and conditions of this Contract and:
    - (i) the breach cannot be remedied; or
    - (ii) 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 and asked to take steps to remedy the breach; or
  - (b) an Insolvency Event occurs.

8.3 We may terminate this Contract by giving you written notice (and the termination shall be effective immediately) if:

- (a) (except for payments by direct debit):
  - (i) you fail to pay any Postage, Surcharges, Profile Surcharges or other charges due under this Contract within 30 days of the date of our invoice; and
  - (ii) we have given you notice that we intend to terminate this Contract for non-payment of invoices and have given you seven days to pay;
- (b) your direct debit payment is debited and/or transferred by your bank and you do not make payment within seven days of us notifying you that that is the case;
- (c) you use the Services in a way which breaks any law that applies;
- (d) you use the Services fraudulently or in connection with any criminal offence; or

**[Note: we have simplified the drafting. Please see clause 7 in the Updated ALC]**

- (e) you do anything which in our reasonable opinion damages or may damage our reputation or business, or the reputation or business of any member of the Royal Mail Group.

8.4 In addition to our rights to terminate contained above, we may terminate this Contract at any time by giving you not less than:

- (a) 28 days' written notice if you do not hand over any Mailing Items to us for a period of 190 consecutive days; or
- (b) 90 days' written notice if during any Contract Year after the first Contract Year of this Contract you do not hand over at least either (i) 6 million Mailing Items to us, or (ii) 1 million Mailing Items to us if delivering to fewer than 4 Inward Mail Centres;
- (c) 12 months' written notice subject to:
  - (i) that notice describing which terms of this Contract we propose to change in the new Access terms we will offer you, and the new terms which we will offer in place of those current terms; and

- (ii) the complete new Access Contract being made available to you at least 190 days before the end of that 12 months' notice period (if at that time Access is a Regulatory Condition). **[Note: we have clarified the drafting of this clause. Please see clause 7.4(c) in the Updated ALC]**

8.5 We shall discuss the proposed termination with you before we terminate your Contract for any reason.

8.6 You may apply to the Regulator if you consider that we are not acting fairly and reasonably in terminating your Contract.

8.7 If:

- (a) any Regulatory Body makes a formal public notification that it has opened an investigation into us or accepted to resolve a dispute referred to it involving us through formal proceedings; and
- (b) the outcome of the investigation or formal proceedings is reasonably likely to affect our rights to terminate your Contract or it would be reasonable to expect us to take that outcome into consideration in deciding whether we were acting fairly and reasonably in terminating your Contract,

then the relevant notice period referred to in clause 8.4 shall be suspended as between the Parties, until the Regulatory Body determines that the investigation or formal proceedings have been concluded and makes a decision or issues directions regarding our decision to terminate your Contract.

8.8 Termination of this Contract by either of us (for any reason) shall not affect any rights which either of us may already have under the Contract before the date of termination, or whether or not any obligations under the Contract which were intended either to come into or remain in force after termination do so. **[Note: text amended to also refer to termination of agency customer contracts – please see clause 7.1 in the Updated ALC]**

## 9 Confidentiality

**[Note: the provisions of clause 9 have been simplified and amended to permit us to disclose information to Kantar for the purposes of measuring the quality of service. Please see clause 9 of the Updated ALC.]**

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

- (a) the disclosed information was known to the Party receiving the information before the information was disclosed to it by the other Party; or
- (b) you and we agree in writing that the information is not confidential or may be disclosed.

9.2 Either of us may (in good faith) disclose the terms and conditions of this Contract or any Confidential Information without the approval of the other:

- (a) to your or our Affiliate(s);
- (b) to the extent required by any securities exchange or regulatory or governmental body the requirements of which are relevant to either of us (wherever situated and including



the London Stock Exchange Limited and The Panel on Takeovers and Mergers). It shall not matter whether or not the requirement for information has the force of law;

- (c) to the extent required by the Act or any regulatory requirement or any other law that applies or any written request of any taxation authority or as required by any undertaking given to the Regulator;
- (d) to the extent necessary for any judicial proceedings or for any adjudication, arbitration or mediation under clause 12;
- (e) to its professional advisers, auditors and bankers as necessary, provided they are required to maintain the confidentiality of the information;
- (f) to its contractors (including franchisees and owner-drivers) provided that:
  - (i) (a) you only disclose to them the parts of this Contract or Confidential Information that they need to know to perform their services on your behalf under the terms of this Contract; and
  - (ii) (b) you require them to maintain the confidentiality of the information; and
- (g) to the extent that the information has become available to the public (except where the information became available through a breach of confidentiality).

In the case of clauses 9.2.2, 9.2.3 and 9.2.4 the disclosing Party must first notify the other Party of an intention to disclose information, unless the law prohibits this.

9.3 If this Contract is terminated or ends, you and we shall:

- (a) return to each other all documents and materials (including copies) containing, reflecting, incorporating or based on the other's Confidential Information;
- (b) erase all of the other's Confidential Information from our and your computer systems (to the extent reasonably possible); and
- (c) notify each other in writing confirming that you and we have complied with this clause 9.3.

You and we may keep documents and materials reflecting, incorporating or based on the other's Confidential Information to the extent required by law or any applicable governmental or regulatory authority, and terms of this clause 9 shall continue to apply to that kept information.

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

9.5 The terms of this clause 9 shall continue to apply after this Contract is terminated or ends.

## 10 Notices

**[Note: Fax as a communication method has been deleted. The provisions of clause 10 have also been amended to enable more notices via email with an ability for customers to request hard copies, in line with current practice. Please see clause 10 in the Updated ALC.]**

10.1 All notices and other communications (excluding invoices) to be served on or given to either Party under this Contract shall be:

- (a) for all notices to be served on or given to either Party under clauses 8 and/or 13 (except clause 13.3), given in writing and sent by a form of delivery in which delivery must be signed for and recorded by the deliverer to the Commercial Contact;
- (b) (subject to clause 10.1.1) only for matters to be notified under clause 13.3, Schedule 2 or the User Guide, given by telephone, email or fax to the Operational Contact; and
- (c) (subject to clauses 10.1.1 and 10.1.2) for all other matters relating to this Contract, given in writing and sent by a form of delivery in which delivery must be signed for and recorded by the deliverer or by fax to the Commercial Contact.

10.2 A notice is classed as having been given:

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

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

## 11 Payment Terms

**[Note: the majority of the payment terms set out in the optional schedules to the ALC have been consolidated in clause 11 of the ALC. Please see the relevant clause in the Updated ALC]**

11.1 Payment for the Services should be made in line with the terms set out in this Contract (including this clause 11 and the User Guide).

11.2 If there is a dispute over an invoice, you should pay the invoiced amount in full in line with the payment terms of this Contract, pending the dispute being resolved. If the dispute is resolved in your favour:

- (a) we shall make any adjustment due immediately upon the dispute being resolved;
- (b) you may charge us daily interest on that part of the amount of payment that was in dispute and resolved in your favour. Interest will be calculated for the period commencing on the date of payment of the amount by you and ending on the date of repayment of the amount by us at an annual rate equal to 4 per cent above the Bank of England base lending rate as is current from time to time.

11.3 You shall operate a Credit Account with us for Postage throughout the period of this Contract. We will give you an account number for the Credit Account as soon as reasonably practicable, and at least 28 days before the Access Start Date. You may not post under this Contract until you have received the account number and we have activated it.

11.4 You must comply with any credit limit placed on the Credit Account and all other conditions relating to the Credit Account. We shall operate the Credit Account in line with our standard credit policy and procedures in place from time to time. If you are no longer eligible for a Credit Account, you may not hand over any Mailing Items to us until your Credit Account has been

reinstated. You acknowledge that additional terms and conditions may be applied to your Credit Account before it is reinstated.

11.5 We will make available to you weekly invoices. The invoices will show the total charges you owe for the Services during the previous seven days. You shall pay all invoices in full within 30 days of the date of the invoice. An invoice is deemed to be received on the next Working Day after the day of posting.

11.6 All Postage, Surcharges, Profile Surcharges or other charges are expressed as exclusive of VAT. You shall pay any VAT payable on Postage, Surcharges and other charges due under this Contract. **[Note: the text of this provision has been simplified – please see Clause 11.7 in the Updated ALC.]**

11.7 If you fail to make any payment by the date when payment is due then, regardless of any other right or remedy we may have, we may:

- (a) (provided we have given you seven days' notice of our intention to do so) immediately suspend the performance or further performance of our obligations under this Contract, without liability to you; and
- (b) charge daily interest on all amounts not paid until payment is received in full. That interest will be calculated at an annual rate equal to 8 per cent above the Bank of England base lending rate as is current from time to time.

## 12 Disputes

**[Note: please refer to the Summary Table and clause 12 in the Updated ALC.]**

12.1 If there is a dispute about or under or in connection with this Contract, either of us shall in the first instance send a notice in writing to our and your Operational Contact identifying the circumstances giving rise to the dispute and the remedy sought. The Operational Contacts shall consider and try to reach agreement to resolve the dispute.

12.2 If the Operational Contacts are unable to reach agreement to resolve the dispute within 14 days after receipt of the notice referred to in clause 12.1 (or such further time as the Operational Contacts agree) then the dispute shall, as soon as that period has expired, be referred to the Commercial Contacts who shall consider and try to reach agreement to resolve the dispute within 14 days of the referral to them.

12.3 If:

- (a) neither the Operational Contacts nor the Commercial Contacts have reached agreement to resolve the dispute in accordance with clauses 12.1 and 12.2; and
- (b) the dispute relates to charges which we have made or propose to make as a result of your failure to comply with the User Guide; and

**[Note: this clause has been amended to cater for the new notice provisions in respect of Access Charge claims. Please see clause 12.2 in the Updated ALC]**

- (c) those charges are more than £20,000 but less than £125,000; and
- (d) (where you wish to refer the dispute to adjudication) we give our written consent,

the dispute may be referred to adjudication and the Centre for Effective Dispute Resolution (CEDR) Rules for Adjudication (2002 edition) shall apply to the adjudication.

12.4 If the dispute is not resolved in accordance with one of the procedures previously referred to in this clause 12:

- (a) either of us may (but do not have to) refer the dispute to arbitration and the Chartered Institute of Arbitrators Arbitration Rules (2000 edition) will apply to that arbitration;
- (b) provided we give our written consent, we and you may try to resolve the dispute by mediation and the CEDR Model Mediation Procedure (12th edition) shall apply to any mediation.

**[Note: this clause has been updated in the Updated ALC to refer to the latest editions of the relevant Rules]**

12.5 Nothing in this Contract (including the other terms of this clause 12) affects what is said in clause 18.5 (*Law and jurisdiction*), or shall stop either of us from referring a dispute to the Regulator or applying to the court for interim relief pending the dispute being resolved in line with the terms of this Contract. **[Note: text updated to include that a party taking action under this clause must notify the other party's commercial contact – see clause 12.6 in the Updated ALC].**

### 13 Changes

**[Note: please refer to the Summary Table]**

13.1 You may ask for a change to this Contract by following the procedure set out in the Statement of Process which you will find on the Website.

13.2 We may change this Contract without your consent:

- (a) on giving you at least 190 days' written notice:
  - (i) *Any change*: to make any change to this Contract not otherwise provided for in this clause 13 but for the avoidance of doubt this clause may not be used to change all of the terms of this Contract as such an extensive change would require termination of the Contract in accordance with clause 8.4.3;
  - (ii) *Pricing Structure Change*: to make any change to the Pricing Structure affecting any calculation or measurement of the Access Charges; or
  - (iii) *Royal Mail Access Indicator*: to make any change to our Royal Mail Access Indicator, provided that we may make only one such change in any period of 18 months; or
  - (iv) *Access Service*: to withdraw an Access Service. **[Note: Amended to clarify that if a different notice period is set out, then that will apply. See clause 13.2(a)(iv) in the Updated ALC]**
- (b) *Change required by Regulator*: on giving you at least 90 days' written notice (or, if shorter, such period of notice as is required to allow us to comply with the requirements of the Regulator), where the change is needed to comply with any legal or regulatory requirement which applies to us;

- (c) *Access Charges and Permitted Variances*: on giving you at least 70 days' written notice, to increase any Access Charge or change any Permitted Variance **[Note: Discounts added to this clause as well]** provided that we may not make more than:
  - (i) two increases to Postage for each Access Service;
  - (ii) two increases to any Profile Surcharge or Surcharge; and
  - (iii) two changes to Permitted Variances

in any Financial Year;

- (d) *Postcode Sector Change*: on giving you at least 70 days' written notice, to move a Postcode Sector or Postcode Sectors from one Zone to another where we reasonably believe that the characteristics of any Postcode Sector within a Zone do not adequately reflect our costs.
- (e) *Incentive Products and Promotions*: on giving you at least 70 days' written notice, to introduce from time to time incentive products and promotions of specified duration which are intended to promote the use of Access Services and increase the volumes of Letters and Large Letters. The introduction of such incentive products and promotions shall not be considered to be a change to any Access Charge or Permitted Variance for the purposes of clause 13.2.3 and, accordingly, any such incentive products and promotions will not count towards the number of changes permitted under clause 13.2.3.

### 13.3 We may change the User Guide without your consent:

- (a) where a change which affects all Inward Mail Centres is needed because of:
  - (i) national operational or network changes (including the timing of transport connections, the location and numbers of Inward Mail Centres, the extent and use of our property and latest acceptance times); or
  - (ii) other structural changes that we will implement.

We will give you at least 190 days' written notice of the likely impact of the changes on the User Guide and at least 90 days' notice of the actual changes to the User Guide (consistent with our 190 days' notice). **[Note: the drafting of this clause has been clarified in the Updated ALC – please see clause 13.3 in the Updated ALC]**

After our 190 day notice, we shall:

- (b) discuss with you fully through the monthly review meetings mentioned in clause 13.7; and
- (c) keep you fully informed of the progress on the planned changes and the likely impact on the User Guide; [

### 13.4 where the change is needed because of network changes (including local latest acceptance times and local routings) or other structural or procedural changes to be implemented by us affecting a particular Inward Mail Centre, in which case we shall give you at least 70 days' written notice of the change; and

13.5 where the change is needed because of changes we have made to our generic or individual services and service specifications, including addressing standards and sortation requirements, in which case we will give you at least 70 days' written notice of the change.

In each case, our notice will set out the change and the reasons for the change.

13.6 Prior to serving notice in line with clause 13.2.1(a), we shall consult with you if we reasonably believe the proposed change may have a material impact on access customers. We will ensure that the consultation process provides for a period of at least 6 weeks between the publication of our proposals and the date on which the consultation closes and provides for a period of at least 6 weeks between the date on which the consultation closes and the date on which the notice is served.

13.7 Where we give you notice of any change under this clause 13, we will in that notice describe which terms of this Contract we propose to change and the new terms which we will offer in place of those current terms. This obligation does not apply in relation to notices under clause 13.2.2 in respect of changes directed or determined or otherwise required by the Regulator.

13.8 Wherever reasonably possible, we will try to give you longer notice of the changes under clauses 13.2 and 13.3 than the minimum notice periods set out in those clauses, and we shall consult with you on any change to any part of this Contract, including the User Guide, which we reasonably believe may have a material impact on access customers, provided that this obligation shall not apply in relation to changes under clauses 13.2.2, 13.2.3 or 13.2.4. **[Note: text has been simplified in the Updated ALC – see Clauses 13.5-13.7 in the Updated ALC]**

13.9 Your and our relevant senior personnel shall formally review both Parties' adherence to this Contract each month (or any other period as you and we agree). However, nothing in this Contract shall stop discussions taking place at any time about changing the terms of this Contract. At these meetings, you and we shall discuss any concerns about performance under this Contract (such as potential breaches of this Contract and steps needed to remedy any breaches) and any proposed changes to this Contract.

13.10 If:

(a) any Regulatory Body makes a formal public notification that it has opened an investigation into us or accepted to resolve a dispute referred to it involving us through formal proceedings; and

(b) the outcome of the investigation or formal proceedings is reasonably likely to affect our rights to change your Contract or it would be reasonable to expect us to take that outcome into consideration in deciding whether we were acting fairly and reasonably in changing your Contract,

then the relevant notice period referred to in clauses 13.2 or 13.3 shall be suspended as between the Parties, until the Regulatory Body determines that the investigation or formal proceedings has been concluded and makes a decision or issues directions regarding our decision to change your Contract.

## 14 Assignment and Sub-contracting

**[Note: new right included for RMG to be able to assign payment obligations under the contract. Please refer to the Summary Table]**

14.1 Neither of us may assign the benefit of this Contract.

14.2 We recognise that you may use sub-contractors (including Affiliates, franchisees, third party carriers and owner-drivers) to convey Mailing Items from one place to another. They may access our Inward Mail Centres under and in line with this Contract on your behalf, provided that:

- (a) you ensure that they comply with the terms of this Contract (in so far as it applies to them); and
- (b) you remain responsible for meeting your obligations under this Contract.

## 15 Intellectual Property Rights

15.1 All Intellectual Property Rights in the Customer Access Indicator belong to you. All Intellectual Property Rights in the Royal Mail Access Indicator belong to us. Any other Intellectual Property Rights arising under this Contract belong to the Party responsible for creating those rights. Where the Intellectual Property Rights are created jointly, they belong to both of us jointly unless we need them to comply with our obligations under the Act or the Regulatory Conditions, in which case they belong to us but subject to clause 15.2.

15.2 Subject to clause 16, we now grant you a royalty free non-exclusive, non-transferable licence of the Intellectual Property Rights that we own (solely or jointly with you), solely to the extent that you need it to be able to properly perform your obligations and exercise your rights under this Contract.

15.3 You now grant us a royalty free non-exclusive, non-transferable licence of the Intellectual Property Rights that you own (solely or jointly with us), solely to the extent we need it to be able to properly perform the Services under this Contract.

**[Note: text clarified and brought in line with market standard. Please see clause 15 in the Updated ALC]**

15.4 Each of us shall inform the other of all applications for trade marks, patents or registration of designs or any other acts regarding protection or exploitation of all Intellectual Property Rights arising from this Contract. Where both of us have contributed to the creation of such Intellectual Property Rights, the Party making the application must get the consent of the other Party before making any application or taking any other action and/or the other Party may join any applications or other actions.

15.5 Each of us shall take all steps as and when the other Party may reasonably require (and at the other Party's expense) to help the other Party maintain and enforce its Intellectual Property Rights in its Access Indicator throughout this Contract.

15.6 Each of us undertakes (at its own cost) to execute any other documents or perform other further acts as the other may reasonably request, to give effect to the terms of this clause 15.

## 16 Indicum and Royal Mail Access Indicator Licence

16.1 We are willing to grant you a non-exclusive licence to use the Royal Mail Access Indicator as set out in Schedule 4 of this Contract, as updated from time to time, until termination of the permission strictly in accordance with the terms of this Contract. **[Text consolidated – see clause 16.1 in the Updated ALC]**

16.2 You may only use a Royal Mail Access Indicator if you:

- (a) reproduce the Royal Mail Access Indicator in the form as set out in the User Guide;

- (b) have first been assigned an Access Licence Number by us;
  - (c) incorporate the Access Licence Number into the Royal Mail Access Indicator and do not make any amendment, modification, alteration, or reformatting except with our written approval;
  - (d) ensure that any Royal Mail Access Indicator or Customer Access Indicator used does not contain any date reference;
  - (e) have an active and fully paid up Credit Account operating under this Contract;
  - (f) have approval to use our electronic docketing system to declare your Daily Postings; and
  - (g) inform us immediately if your contact details change.
- 16.3 You shall only use the Royal Mail Access Indicator on Mailing Items to be delivered under the terms of this Contract. **[Note: consolidated – see clauses 16.2(h) and (i) in the Updated ALC]**
- 16.4 A Royal Mail Access Indicator endorsed with your assigned Access Licence Number indicates that Postage is payable to us by you. Under no circumstances may you use a Royal Mail Access Indicator without submitting to us a correctly completed approved Posting Docket and paying the correct Postage to us. **[Note: consolidated – see clauses 16.2(h) and (i) in the Updated ALC]**
- 16.5 This licence shall not constitute or imply any agreement between you and us or any undertaking or obligation whatsoever on our part regarding the carriage of any Mailing Item other than on the terms of this Contract.
- 16.6 All Mailing Items must carry:
- (a) the Royal Mail Access Indicator endorsed with your assigned Access Licence Number in the top right hand corner of any Mailing Item in line with the specifications in Schedule 4 and the User Guide; and
  - (b) an Approved Indicum comprising the Royal Mail Access Indicator and (if required) the Customer Access Indicator in line with the specifications in Schedule 4 and the User Guide. **[Note: these provisions have been moved to the User Guide]**
- 16.7 If these terms are terminated in accordance with this Contract for any reason and subject to any express terms set out elsewhere in this Contract you will: **[Note: consolidated in clause 8 in the Updated ALC]**
- (a) immediately stop using the Royal Mail Access Indicator on your Letters and Large Letters;
  - (b) stop supplying, distributing and printing any stationery incorporating the Royal Mail Access Indicator for your Letters and Large Letters;
  - (c) at our sole discretion and request, either make sure that the Royal Mail Access Indicator is completely concealed on the remaining copies of such stationery (for example by over-labelling of the whole of the Royal Mail Access Indicator) or destroy the remaining



copies of such stationery and provide us with a certification signed by one of your directors that all remaining copies are destroyed.

- 16.8 You undertake that you shall not make any statements or claims that indicate that we have approved or recommended any goods or services offered by you and/or your agents.
- 16.9 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 our written consent. Without affecting the terms of clause 18.6 (*Rights of third parties*), nothing in this Contract confers on any third party any benefit nor the right to enforce any clause of these terms.
- 16.10 We shall indemnify you against any liabilities, costs, expense, damages and losses (including reasonable legal expenses) that you suffer or incur from any claim that the use of the Royal Mail Access Indicator on Mailing Items within the United Kingdom (which for this clause 16.10 and clause 16.11 only includes Jersey, Guernsey and the Isle of Man if and for so long as they are treated as domestic destinations under our business bulk mail sortation services) in the manner set out in this Contract infringes the trade mark rights, copyright or other Intellectual Property Rights of any third party - provided that you:
- (a) give us prompt notice (including full details in writing) of any claim that you receive;
  - (b) give us control and conduct of all negotiations and litigation arising from the claim;
  - (c) make no admission and do not do anything to prejudice the defence of the claim; and
  - (d) give us any assistance (at our expense) as we reasonably need in defending the claim.
- 16.11 You shall indemnify us against any liabilities, costs, expense, damages and losses (including reasonable legal expenses) that we suffer or incur from any claim that the use of the Customer Access Indicator on Mailing Items within the United Kingdom in the manner set out in this Contract infringes the trade mark rights, copyright or other Intellectual Property Rights of any third party - provided that we:
- (a) give you prompt written notice of any claim that we receive;
  - (b) give you control and conduct of all negotiations and litigation arising from the claim;
  - (c) make no admission and do not do anything to prejudice the defence of the claim; and
  - (d) give you any assistance (at your expense) as we reasonably need in defending the claim.

**[Note: text has been clarified – see clauses 16.5 and 16.7 in the Updated ALC]**

## **17 Euro**

If Sterling is replaced by the Euro, then the Sterling amounts in this Contract shall be converted into Euro amounts. The exchange rate for conversion shall be the rate set by the regulation or directive that implements the currency change.

**[Note: this provision has been deleted as it is no longer relevant following Brexit]**

## 18 General

*Opening Mailing Items:* We may open Mailing Items to check that they comply with this Contract if we reasonably believe that we need to open and check Mailing Items to see if you are complying with this Contract.

### 18.1 *Scam Mail:*

- (a) You must not send items that contain scam mail or any other similar material, including but not limited to items or mail sent in furtherance of a fraudulent or criminal act, or which in our reasonable opinion is intended to deceive the recipient into parting with money or other assets. For the avoidance of doubt, failure to comply with this Clause 18.2.1 shall not constitute a breach resulting in termination of this agreement.
- (b) For the avoidance of doubt and notwithstanding anything else herein, if we have a reasonable suspicion that an item contains material that we consider to be scam mail or any other similar material, we may open that item, delay processing, refuse delivery and/or return the items to you, at your expense.
- (c) In addition to our rights set out in paragraph 18.2.2 above, we may also inform third parties of our concerns in relation to the items you have sent, including the identity of the apparent sender and what action we have taken.

18.2 *Waiver:* Any failure by either Party to enforce or to exercise (at any time or for any period) any term of or right under this Contract shall not:

- (a) constitute a waiver of that term or right; or
- (b) affect that Party's right to enforce or exercise that term or right later.

18.3 *Entire agreement:* This Contract (and the documents referred to in it) set out the entire agreement between you and us. There are no additional terms or obligations other than those contained or referred to in this Contract (and the documents referred to in it). Nothing in this clause will limit or exclude liability for fraud or fraudulent misrepresentation. **[Note: Additions made to reflect current case law]**

18.4 *Law and jurisdiction:* This Contract is deemed to have been made in England and is subject to the laws of England. You and we agree to submit to the exclusive jurisdiction of the courts of England.

18.5 *Rights of third parties:* Nothing in this Contract is intended to confer any benefit or any right on any person to enforce any term of it which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

18.6 *Invalidity:* If any authority or court finds that any clause or part of a clause of this Contract is invalid, illegal or unenforceable, then that invalidity, illegality or unenforceability shall not affect the other clauses or parts of those clauses of this Contract.

18.7 *Compliance with law or regulatory requirement:* Regardless of any other term of this Contract, if this Contract or any part of it puts or would put either of us in breach of any law or regulatory requirement, then both of us shall use our reasonable efforts to change the relevant terms of this Contract so that it does comply with that law or regulatory requirement.

## Schedule 1

### Definitions and Interpretation

#### Explanation of words and phrases used in this Contract

Please note that:

- 1 words and phrases used only in the Price Plans in Schedule 3 are set out in a separate section of the table below, to make it easier for you to find those definitions when you are looking specifically at those Price Plans;
- 2 words and phrases used only in the Access Letters User Guide are set out in a separate section of the table below, to make it easier for you to find those definitions when you are looking specifically at the Access Letters User Guide, and to make it easier to read the Access Letters User Guide in isolation a copy of the User Guide definitions section of this Schedule 1 is also appended to it;
- 3 words and phrases used only in Schedule 17: Agency Terms are set out in a separate section of the table below, to make it easier for you to find those definitions when you are looking specifically at Schedule 17:

**[Note: text has been simplified, please see Schedule 1 in the Updated ALC]**

**Access Charge** means the charges we may make under this Contract including Postage, Surcharges and Profile Surcharges **[Note: "Surcharges" updated to "Adjustments" throughout]**

**Access Condition** means the condition imposed on us by the Regulator on 27 March 2012 pursuant to its powers under the Act requiring us to provide access to our postal network at our Inward Mail Centres and as amended or reviewed by the Regulator from time to time

**Access Contract** means an agreement between us and a Postal Operator or user following a request for access by such Postal Operator or user permitting access to our Inward Mail Centres

**Access Licence Number** means the number unique to you which we assign you as an access customer and which must be displayed on the Royal Mail Access Indicator

**Access Service** means a Service provided by us under this Contract **[Note: Access Services are now defined with reference to figure 1 in the User Guide.]**

**Access Slot** means the period within the Access Window for an Inward Mail Centre agreed by us and you in line with the User Guide

**Access Start Date** has the meaning set out in the Contract Details **[Note: introduced new defined term "Container Start Date" in connection with leasing Containers]**

**Access Window** means the hours between 07.30am and 12 noon on any Working Day

**Act** means the Postal Services Act 2011

**Advertising Codes** means the United Kingdom Code of Non-Broadcast Advertising, Sales Promotion and Direct Marketing as amended from time to time, and any additional or up-dated relevant code or guidance, issued by the Advertising Standards Authority or the Committee of Advertising Practice or by any replacement or successor body

**Affiliate** (in relation to any company) means a company which is either:

- (a) a holding company or a subsidiary of such company or
- (b) a company which is a subsidiary of a holding company of which such company is also a subsidiary

**Agency Posting** means the total amount of Mailing Items you receive from an Agency Customer and handed over to us on any single Working Day to deliver to the relevant address

**ALPS** means an auto level packet sleeve as more fully described in Schedule 14 - ALPS Exchange

**Approved Indicium** means the Royal Mail Access Indicator and your Customer Access Indicator on a Mailing Item complying with the specification set out in the User Guide and which has been tested by us to our satisfaction and which has been approved by us in writing

**CBC (Customer Barcode)** means a printed barcode capable of being read by our automated mail sortation machinery printed on a Mailing Item

**Christmas and New Year Period** means the period starting on the first Monday in December in any year and ending:

(a) (in England and Wales) at the start of the first Working Day after the immediately following New Year public holiday or **[Note: amended now to include Northern Ireland]**

(b) (in Scotland) at the start of the first Working Day after the immediately following Scottish New Year public holiday

**Client Report** means the client report generated by us in accordance with the User Guide as varied from time to time

**Commercial Contact** has the meaning set out in clause 4 of the Contract Details **[Note: Royal Mail's contact will now be stated on the Website]**

**Confidential Information** means all information of a confidential nature (including details of mailing profiles and security processes in respect of Mailing Items) which is disclosed by one of us to the other:

(a) before or after the date of this Contract and

(b) relating to the subject matter of this Contract

The disclosure may be in writing, orally or by any other means, directly or indirectly

**Consolidated Posting** means the total number of Mailing Items which you hand over on any single Working Day to us to convey and deliver and which has not been identified by you as a UCID Posting

**Container** means a Royal Mail bag, tray, ALPS or any other primary container type approved by us from time to time **[Note: amended to refer to the provisions in respect of Containers under Schedule 6 (Container Options)]**

**Contract Details** means the part of this Contract entitled "Contract Details" signed by you and us

**Contract Year** means the period of 12 months from your Access Start Date until the anniversary of your Access Start Date and each subsequent period of 12 months from each anniversary of your Access Start Date

**Credit Account** means the credit account operated in line with clause 11

**Customer Access Indicator** means your marks, impressions or other devices that may, subject to our prior approval, be shown on each Mailing Item which is to be conveyed and delivered under this Contract. These marks, impressions and devices are initially as set out in Schedule 4 (subject to operational testing) but may be changed by agreement between you and us (acting reasonably) **[Note: text simplified – please refer to the definition in Schedule 1 in the Updated ALC]**

**Customer Entity** means a discrete posting unit or third party that you wish to be recognised for the purpose of handing over Mailing Items as UCID Postings in line with this Contract

**Daily Posting** means the total amount of Mailing Items handed over by you on any single Working Day to us to deliver under this Contract

**Delivery Point** means a postal address (business or residential) to which we deliver Mailing Items

**Disruptive Events** means any cause beyond our reasonable control (including industrial disputes)

**Early Release Schedule** means the terms of Schedule 15 - Early Release **[Note: Early Release Schedule deleted – please refer to the Summary Table.]**

**Financial Year** means 1 April to 31 March

**Forecast** means what you tell us about your planned future Postings under paragraph 12 of Schedule 2 and the User Guide

**Format** means the format of a Mailing Item, i.e. whether it is a Letter or a Large Letter

**General Access Terms and Conditions** means the part of this Contract entitled "General Access Terms and Conditions"

**Indicium** means the marks placed on a Mailing Item in line with the User Guide comprising the Royal Mail Access Indicator and if required by you the Customer Access Indicator

**Holding Company** has the meaning set out in Section 1159 of the Companies Act 2006

**Indicium** means the marks placed on a Mailing Item in line with the User Guide comprising the Royal Mail Access Indicator and if required by you the Customer Access Indicator

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

- (a) an administrator or a receiver (including any administrative receiver or manager) is appointed over the whole or any part of a Party's assets or
- (b) in your case:
  - (i) you have an order made or a resolution passed for the winding-up of your company or business or the appointment of a provisional liquidator (except in the case of a bona fide scheme of solvent amalgamation or reconstruction)
  - (ii) you have an application for an administration order presented in respect of you or documents are filed with court for the appointment of an administrator or notice of intention to appoint an administrator has been given by you, one of your directors or members or by a qualifying floating chargeholder in respect of you (as defined in paragraph 14 Schedule B1 Insolvency Act 1986)
  - (iii) circumstances arise which entitle a court or a creditor to appoint a receiver or manager or entitle the court to appoint an administrator or make a winding-up order
  - (iv) if you have made any composition with your creditors generally
  - (v) a creditor or encumbrancer of yours attacks or takes possession of the whole or any part of your assets
  - (vi) a distress, execution, sequestration, or other such process is levied or enforced on or sued against the whole or any part of your assets which (in our reasonable

opinion) puts your ability to fulfil your obligations to us at risk, and where such attachment or process is not discharged within 10 Working Days; or

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

**Intellectual Property Rights** means patents, rights to inventions, copyright and related rights, trade marks business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world

**Inward Mail Centre** means one of our inward mail centres as detailed on our Website

**Key National Posting (KNP)** a posting of exceptional size, volume, shape or geographical bias which requires specific planning to enable the Service Standard to be met

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

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

**Letter of Responsibilities** means the letter agreed between us giving details of any sub-contracting arrangements agreed to by us under which you have sub-contracted to a third party the performance of any of your obligations under your Contract, as amended by agreement between us from time to time

**Machinable Item** means a Mailing Item that you hand over to us that complies with the requirements of the User Guide for machine processing

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

**Manifest** means a declaration by you giving details of a Posting, in line with the User Guide

**Manual Item** means a Mailing Item that you hand over to us that does not comply with the requirements of the User Guide for machine processing

**Operational Contact** has the meaning set out in clause 4 of the Contract Details **[Note: Royal Mail's contacts will be set out on the Website]**

**Operator** means a customer permitted by us to hand over Mailing Items on behalf of Originating Customers

**Originating Customer** means a posting customer (including an Agency Customer) for whom an Operator hands over Mailing Items to us

**Parties** you and us, and the word **Party** will be interpreted accordingly

**Postage** means the amount payable by you to us for Mailing Items handed over in a Daily Posting

**Postal Operator** means a postal operator, as defined in the Act

**Postcode** means an alphanumeric code owned and developed by us, and allocated by us, to identify a Delivery Point or group of Delivery Points

**Postcode Area** means the first (either one or two) letter(s) of a Postcode, which is used to identify a geographical area for Mailing Items to be delivered

**Postcode Sector** means the first three, four or five alphanumeric digits of a Postcode up to and including the first alphanumeric digit of the inward Postcode, which is used to identify a geographical area for Mailing Items to be delivered

**Posting** means the total amount of Mailing Items each day which you hand over to an individual Inward Mail Centre for us to convey and deliver

**Posting Docket** means the certificate containing details of Postings (which we need to calculate the Postage), described in the User Guide

**Posting Entity** means a posting site or consolidation machine used to prepare Mailing Items for hand over to us as a UCID Posting under the terms of this Contract

**Pre-existing Access Contract** means any Condition 9 Access Agreement you had with us prior to entering into this Contract

**Presentation Specifications** means the requirements set out in the User Guide as to how a Mailing Item must be sorted, segregated, presented and handed over to us including meeting the service specifications

**Price Plan** a Price Plan which is made available by us as set out in Schedule 3

**Pricing Structure** means those elements of the Price Plans used to establish the price and the measurement of your profile and compliance including SSCs, Postcode Sectors and Zones

**Prohibited Items** has the meaning set out in the User Guide

**Region** means one of: (a) England and Wales; (b) Scotland; or (c) Northern Ireland

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

**Regulatory Body** means the Regulator, the Competition Commission, the European Commission, the Office of Fair Trading and in each case, any successor body or bodies in the United Kingdom or European Union

**Regulatory Conditions** means the conditions which the Regulator imposes on persons providing postal services under Part 3 of the Postal Services Act 2011, as amended

**Restricted Items** means has the meaning set out in the User Guide

**Royal Mail Access Indicator** means our marks, impressions or other devices shown on each Mailing Item which is to be conveyed and delivered under this Contract. These marks, impressions and devices are initially as set out in Schedule 4 [Note: now will be set out in the User Guide] but may be changed by us (acting reasonably) in line with clause 13.2.1

[Note: new definition of "Royal Mail Container" included to differentiate between "Containers" and "Royal Mail Containers". References to this effect have been updated where differentiation is appropriate e.g. from "Royal Mail Yorks" to "Yorks"]

**Royal Mail Group** means each and any subsidiary or holding company of Royal Mail Group Limited and each and any subsidiary of a holding company of Royal Mail Group Limited

**Royal Mail SSC Percentage** means the volume of Mailing Items delivered by Royal Mail for each SSC in the Baseline Year expressed as a percentage of total volumes delivered by Royal Mail for all SSCs in the Baseline Year

**Security Checks** means the checks that we may be required by law, or the laws or regulations of other jurisdictions, or as part of our security operations to carry out and which may include X-ray screening, decompression or, in exceptional circumstances, the opening of a Mailing Item

**Services** means the services set out in Part A of Schedule 2 and in Figure 1 of the User Guide, as varied from time to time in accordance with clause 13 of the General Access Terms and Conditions **[Note: definition amended but substantially similar in effect]**

**Service Standard** means has the meaning set out in Part A of Schedule 2 [Note:@ different reference]

**Service Standard Period** means (during the first year of this Contract) the period from the Access Start 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

**Statement of Process** means a document on our Website which you may use to request a change to this Contract

**Subsidiary Company** has the meaning set out in Section 1159 of the Companies Act 2006

**Surcharge** means (in respect of a Mailing Item) an amount charged to cover our reasonably incurred costs in remedying any non-compliance of that Mailing Item with the requirements of the Contract **[Note: new defined term is "Adjustment"]**

**Tolerance** has the meaning set out in Part C of Schedule 2 **[Note: now going to be set out in the User Guide]**

**UCID** means the optional unique customer identifying number assigned by you to each of your Originating Customers, Customer Entities and Posting Entities and used and displayed as specified in Schedule 2 and the User Guide

**UCID Posting** means the total amount of Mailing Items which you hand over on any single Working Day to us to deliver which has been identified by the use of a UCID as discrete to an Originating Customer, Customer Entity or Posting Entity

**Under Volume Container** a Container which is not filled with the minimum items by you in line with the requirements set out in the User Guide;

**User Guide** means the document entitled Access Letters User Guide for Inward Mail Centres which is published by us, as may be changed under clause 13

**Valuables** has the meaning set out in the User Guide as amended from time to time

**Website** [www.royalmailwholesale.com](http://www.royalmailwholesale.com) or such other website address as we may use and notify to you from time to time as the website address for our wholesale business

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

**York** means our caged trolley(s) used to move or transport bags of Mailing Items

**Zones** means the pricing zones into which we divide the United Kingdom based on the delivery density of Postcode Sectors, as published on the Website and as and as may be amended from time to time in accordance with clause 13.2.1 of the General Access Terms and Condition.



## Terms used in Schedule 3 - Price Plans

**Abbreviated Financial Year** means the period of time between the start of a Financial Year and the date of termination of your Contract if that period is shorter than a year, as described in the National Price Plan One (SSCs) and Average Price Plan Two (Zones) in Schedule 3

**Actual Posting Profile** means the volume of your Mailing Items delivered by us to each Zone in a Financial Year under your chosen Price Plan

**Actual Profile Percentage** means the volume of your Mailing Items delivered by us to each Zone in a Financial Year under your chosen Price Plan (excluding London for the purposes of the Regional Price Plan) expressed as a percentage of the total volume of all your Mailing Items delivered by us to all Zones in that Financial Year under your chosen Price Plan (excluding London for the purposes of the Regional Price Plan)

**Actual SSC Percentage** means your volume of Mailing Items for an SSC as invoiced by us in a Contract Year expressed as a percentage of your total volume of all Mailing Items for all SSCs as invoiced by us in that Contract Year under National Price Plan One (SSCs)

**Allowed Customer Invoiced Amount** means the permitted invoiced amount of your Postings when applying the Royal Mail Zonal Posting Profile Adjusted for Tolerance to your annual volume of Averaged Price Plan Two (Zones) as referenced in Annex A of Averaged Price Plan Two (Zones)

**Attributable Volumes** means has the meaning given in paragraph 5.1 of National Price Plan One (SSCs)

**Averaged Price Plan Two (Zones)** means the price plan set out in Option B of Schedule 3

**Baseline Year** means 1 April 2019 to 31 March 2020, or such other period of 12 months as may be amended by us from time to time in line with clause 13.2.1.

**Benchmark** means the National Spread Benchmark and the Urban Density Benchmark

**Failed SSC** means has the meaning given in paragraph 4.2 of National Pricing Plan One (SSCs)

**Implied Customer Invoiced Amount** means using the Implied Zonal Average Unit Prices, calculation of the invoiced amount that you would have paid if your Actual Posting Profile had been posted on the Zonal Price Plan

**Implied Zonal Average Unit Price** means your average unit price of your Postings on Averaged Price Plan Two (Zones) multiplied by the Weighted Average Price Variance Percentage for each Zone, as referenced in Annex A

**National Price Plan One (SSCs)** means the price plan set out in Option A of Schedule 3

**National Profile Areas** means the two national profile areas of the United Kingdom which are (a) England and Wales and (b) Scotland and Northern Ireland

**National Spread Benchmark** means our geographic profile as measured by the combined volumes of Retail bulk Mailing Items and Access Mailing Items for each SSC in the Baseline Year expressed as a percentage of total volumes for Retail bulk Mailing Items and Access Mailing Items for all SSCs in the Baseline Year

**National Spread Surcharge** means the surcharges for failure to meet the National Spread Benchmark calculated as set out in paragraph 5 of National Price Plan One (SSCs) in Schedule 3

**National Spread Surcharge Rate** means your average unit price for Mailing Items sent under National Price Plan One (SSCs) of Schedule 3 as calculated using your Mailing Items invoiced by us in the Contract Year

**Permitted Variance** means a variance we permit from a measurement used in the measurement of your profile and compliance with National Price Plan One (SSCs) or Averaged Price Plan Two (Zones) expressed either as a percentage of that measurement or as a whole number by which variance up or down from that measurement will be permitted, as published on our Website and as amended from time to time in accordance with clause 13.2.3

**Profile Commitment** means in National Price Plan One (SSCs), your commitment to meet the Benchmarks and in Averaged Price Plan Two (Zones), your commitment to meet the Royal Mail Zonal Posting Profile

**Profile Surcharges** means Surcharges we may levy if you fail to meet (a) in the case of National Price Plan One (SSCs) or Averaged Price Plan Two (Zones), the Profile Commitment of that Price Plan or (b) in the case of the Regional Price Plan, the relevant Royal Mail Zonal Posting Profile for your chosen Region or Regions

**Ratio Threshold** means the level at which the SSC Ratio is accepted by us to be meeting the National Spread Benchmark, as published on our Website

**Regional Price Plan (Zones)** means the price plan set out in Option D of Schedule 3

**Regional Zonal Calculator** means the calculator described in Annex A to the Regional Price Plan (Zones) for your use in the calculation of Profile Surcharges under that Price Plan and which is available on our Website

**Royal Mail Zonal Posting Profile** means our zonal posting profile as measured by the combined volumes of Retail bulk Mailing Items and Access Mailing Items delivered by us to each Zone (excluding London for the purposes of the Regional Price Plan) in each Financial Year and expressed as a percentage of the total volume of all those Mailing Items delivered by us to all Zones (excluding London for the purposes of the Regional Price Plan) in each Financial Year, as published each year on our Website, and as amended from time to time in accordance with clause 13.2.4 of the General Access Terms and Conditions

**Royal Mail Zonal Posting Profile Adjusted for Permitted Variance** means the adjusted Royal Mail Zonal Posting Profile that results when we apply the relevant Permitted Variance under Averaged Price Plan Two (Zones)

**Rural Zone Variance Percentage** means your average national price as calculated using the Letters variance percentage to the Rural Zone of the Zonal Price Plan, detailed in the price tables on the Website

**SSC** means our three digit Standard Selection Code

**SSC Ratio** has the meaning given in paragraph 4.1 of National Price Plan One (SSCs) in Schedule 3

**SSC Permitted Variance Number** means a Permitted Variance number of SSCs for the England and Wales National Profile and one for the Scotland and Northern Ireland National Profile, as published on our Website and applied to National Price Plan One (SSCs) of Schedule 3

**Urban Density Benchmark** means our urban density profile for each SSC. We will measure the urban density profile for a given SSC by using the combined volumes of Retail Bulk Mail Items and Access Mailing Items for that SSC in the Baseline Year to determine the urban volume for that SSC and expressing the urban volume for that SSC as a percentage of the total volume of Retail bulk Mailing Items and Access Mailing Items for that SSC in the Baseline Year

**Urban Density Surcharge Rate** a unit price equivalent to the Rural Zone variance percentage for Letters as applied to your average national price of National Price Plan One (SSCs);

**Urban SSC Percentage** means the percentage of the volume of your Mailing Items delivered in a Contract year to those Postcode Sectors in each SSC that we classify as having a high density of delivery points and/or businesses as published on our Website

**Urban Permitted Variance** means as published on our Website and as applied to National Price Plan One (SSCs)

**Urban Volume** means the volume of your Mailing Items delivered in a Contract year to those Postcode Sectors that we classify as having a high density of delivery points and/or businesses as published on our Website

**Weighted Average Price Variance Percentage** means the average Zonal price variance percentage for each Zone (as published with the Zonal Calculator on the Website) weighted according to the percentage contributed by format for each Zone, as referenced in Averaged Price Plan Two (Zones)

**Zonal Calculator** means the calculator described in Annex A to Averaged Price Plan Two (Zones) for your use in the calculation of Surcharges under that Price Plan and which is available on our Website

**Zonal Charges** means the charges for all Mailing Items posted by any access customer under the Zonal Pricing Plan and which are published on the Website as at the date of this Contract and amended from time to time in accordance with the terms of the Contract

**Zonal Price Plan** means the price plan set out in Option C of Schedule 3

**Zone Z Surcharge Rate** means a unit price equivalent to the Rural Zone Variance Percentage for Letters as applied to your average price for your chosen Price Plan (or your chosen Region of the Regional Price Plan (Zones))

**Terms used in the Access Letters User Guide** [Note: this section has been deleted as all the relevant terms that appear in the User Guide and are not already defined in Schedule 1 will be defined in the User Guide]

These words and phrases are used in the Access Letters User Guide. The meanings are set out here for your ease of reference but for the purpose of clause 13 (*Changes*) of the General Access Terms and Conditions these terms form part of the User Guide and may be changed accordingly.

**Access Selection Files** means data files controlled and made available by us which enables the sortation by Postcode of Mailing Items in to groupings which we call Selections, as described in Appendix C to the User Guide

**Customer** means a holder of this Contract

**Delivery Address** means the address to which a Mailing Item is to be delivered and which must consist of an addressee and a geographic address in the United Kingdom, Jersey, Guernsey or the Isle of Man displayed on the Mailing Item

**Discrete Customer Posting** means a Daily Posting specific to a Customer's (or Large Agency Customer's) individual Price Plan(s) posted under this Contract

**DSACC** Downstream Access Central Control is our central team who manage the day to day issues and communication of all operational issues relating to this Contract

**Exceptions** means variance to the Posting Docket of Mailing Items handed over by you on Handover Day

**Handover Day** means the Working Day on which a Daily Posting is handed over at the Inward Mail Centres

**Mixed Weight** means an optional form of presentation of Mailing Items which allows you to mix different weight bands of the same format in the same Container in line with the Mixed Weight Schedule

**National Option** means National Price Plan One (SSCs) or National Price Plan Two (Zones) as applicable to your Contract

**OCR** means Optical Character Recognition

**Revenue Protection** means our process of sampling and checking of your Mailing Items on hand over to us

**Standard Selection Code** means the unique numeric code that identifies the selections as used in the Access Selection Files

**Summary Manifest** means a physical paper summary of the total number of containers by Container type handed over at an Inward Mail Centre

**Zonal Indicator** means the indicator of the Zone to which a Mailing Item is to be delivered under the Zonal Price Plan

**Zonal Option** means the Zonal Price Plan as applicable to your Contract

**Zonal Posting** means a Posting under the Zonal Price Plan

## Terms used in Schedule 17 Agency Terms

**Agency Access Start Date** has the meaning set out in each Agency Customer Agreement

**Agency Customer** means a customer of an Operator where that customer has entered into an Agency Customer Contract (including Pre-existing Agency Customers, unless stated otherwise)

**Agency Customer Contract** means an agreement between an Agency Customer and us, in the form set out in Annex B of Schedule 17 **[Note: now will be set out on the Website]**

**Agency Customer Contract Year** means the period of 12 months from an Agency Access Start Date until the anniversary of that Agency Access Start Date and each subsequent period of 12 months from each anniversary of that Agency Access Start Date

**Large Agency Customer** means a company or organisation named in Annex A of Schedule 17

**Pre-existing Agency Customer** if relevant, means the meaning set out in paragraph 3.1 of Schedule 17

## Interpretation

- 4 A reference to a background clause, clause, Schedule or Annex is a reference to the relevant background clause, clause, Schedule or Annex of this Contract.
- 5 A reference to a paragraph is a reference to the relevant paragraph of the Schedule in which it appears. **[Note: amended to also refer to "Part"]**
- 6 Headings and sub-headings are included for reference only and shall not affect how this Contract is interpreted.
- 7 Use of the singular includes the plural and vice versa.
- 8 Use of any gender includes the other genders.
- 9 Where a word or expression is defined, related words and expressions shall be construed accordingly.
- 10 The words include, including and in particular are used for illustration or emphasis only, and do not limit or prejudice the generality of the words used before it.
- 11 A reference to a Party to this Contract (including the words you, we and us) includes that Party's successors and permitted assigns.

- 12 A reference to any statute or statutory provision shall be interpreted as including any amendments, modifications or re-enactments to that statute or provision.
- 13 A reference to this Contract or any other document referred to in this Contract is a reference to this Contract or that other document as amended, changed, novated or supplemented (unless this was done in breach of this Contract).
- 14 A reference to a day (including in the phrase Working Day) means a period of 24 hours running from midnight to midnight.

## Schedule 2

### The Services

#### Part 1 - Our Services and our Service Standard

**[Note: the equivalent schedule 2 in the Updated ALC is now entitled "Service Standard and General Service Obligations"]**

#### 1 The Services

1.1 Subject to you complying with the terms of this Contract we shall:

- (a) for Mailing Items with a delivery address in the United Kingdom, handed over by you at our Inward Mail Centres, and accepted by us in line with this Contract, convey and deliver these Mailing Items to the relevant addresses within the United Kingdom within a reasonable time;
- (b) for Mailing Items with a delivery address in Jersey, Guernsey or the Isle of Man, handed over by you at our Inward Mail Centres, and accepted by us in line with this Contract, arrange for these Mailing Items to be conveyed and delivered provided that:
  - (i) the volume of your Mailing Items with delivery addresses in Jersey, Guernsey and the Isle of Man in any rolling 12 month period does not exceed the Royal Mail SSC Percentage for those territories; and
  - (ii) at the time they are handed over we treat the relevant territory as a domestic destination under our business bulk mail sortation services.
- (c) If we no longer treat Jersey, Guernsey or the Isle of Man as domestic destinations under our business bulk mail sortation services, we shall notify you under clause 13.2.1 of the General Access Terms and Conditions, and Mailing Items for the relevant territory will no longer be accepted under this Contract;
- (d) provide you with bags, bag ties, labels and the other property which the User Guide states that we will provide for you, provided that you keep any such property in safe custody and reasonably good condition and that you return any such property to us when reasonably requested or on termination of this Contract;
- (e) use reasonable efforts to meet the Service Standard set out in paragraph 2 of this Schedule; and
- (f) publish how we have performed against the Service Standard on the Website.

#### 2 The Service Standard

**[Note: General simplification of language – please see Summary Table]**

2.1 Subject to you complying with the terms of this Contract, the Service Standard is that we shall deliver or attempt to deliver to the relevant addresses in the United Kingdom of 95 per cent of the total number of Mailing Items with a correct delivery address in the United Kingdom handed over by you to us on the next Working Day immediately following the Working Day on which such hand over occurred or is deemed to have occurred provided that:

- (a) the Service Standard does not apply where Mailing Items handed over by you to us are not accepted by us in line with this Contract; and
- (b) the 95 per cent figure shall be the average percentage over the Service Standard Period; and
- (c) the total number of Mailing Items referred to in the Service Standard shall not include Mailing Items:

- (i) the delivery of which is affected by a Disruptive Event;
  - (ii) accepted by us in line with paragraph 5.1 of Part B of this Schedule;
  - (iii) that have been lost (including Mailing Items which have not been delivered within 15 Working Days of the date on which it we accepted from you in line with this Contract);
- (d) delayed as a result of carrying out Security Checks; and/or
- (e) with a delivery address outside the United Kingdom.
- 2.2 Each year we will publish on our website how we have performed against the Service Standard. Subject to paragraph 2.6, we must pay you a Performance Rebate Amount in respect of each Service Standard Period based on our performance in that period compared to a Compensation Target of 90 per cent. We will periodically review the Compensation Target to take in to account the performance of similar next day Royal Mail delivery services for letters.
- 2.3 The **Performance Rebate Amount** will be calculated in accordance with the following formula:
- PRA = AP \* P**
- where:
- PRA** is the Performance Rebate Amount.
- AP** is the aggregate Postage liable to be paid by you to us in the relevant Service Standard Period adjusted in accordance with clause 11.2 (*disputed invoices*) and excluding any expenditure on Mailings Items that did not comply with the terms of this Contract.
- P** is:
- (a) 0, if the performance of the "Royal Mail Wholesale" business meets the Compensation Target; or
  - (b) 0.1 per cent, for each 0.1 per cent failure that is below the Compensation Target, up to a maximum of 4 per cent for any Service Standard Period.
- 2.4 Any Performance Rebate Amount payable to you must be paid within one month of the announcement made under paragraph 2.2.
- 2.5 Payment of the Performance Rebate Amount under paragraph 2.4 shall be made:
- (a) by way of credit against future Postage; or
  - (b) by cheque, if you have terminated your Contract within a Service Standard Period in which a Performance Rebate is awarded.
- 2.6 We are not obligated to pay the Performance Rebate Amount for any Service Standard Period where:
- (a) you have not provided reasonable proof that you have suffered loss as a result of our failure to meet our Compensation Target;
  - (b) you have not complied with your credit limits under clause 11.4 without reasonable excuse;
  - (c) you have paid less than 80 per cent of your invoices within three Working Days after the due date for payment;
  - (d) the total Performance Rebate Amount due to you is less than £20.

## Part 2 - Compliance with the Services

### 3 Sampling and checking your Postings

- 3.1 We may sample to check your Mailing Items where we reasonably consider this necessary to make sure that you have declared the correct Postage payable on those Mailing Items and that you have complied with the terms of this Contract in respect of your Mailing Items.
- 3.2 Mailing Items are not accepted by us until we have had an opportunity to carry out this sampling and checking and have done so or failed to do so within a reasonable period of time (and in any case within one Working Day). The full details of our procedures for dealing with and if relevant charging for Mailing Items on which you have not declared the correct Postage and for all non-compliant Mailing Items are set out in section 15 of the User Guide.
- 3.3 If, after sampling and checking your Mailing Items in line with this Contract we are reasonably satisfied that you have not declared the correct Postage or that you have submitted Mailing Items that do not comply with any requirement under this Contract or the User Guide:
- (a) we will notify your Operational Contact and give you a reasonable opportunity to inspect the sampled Mailing Items as soon as reasonably practicable after identifying the error (but no later than within 24 hours after notification); and
  - (b) if after inspection by you (or the expiry of the 24 hour period) we are still satisfied that there has been an error, we may act as set out in paragraphs 4 to 8 below and as set out in section 15 of the User Guide.

**[Note: please refer to Clause 3.8 of the General Access Terms and Conditions in the Updated ALC]**

### 4 Reverting your Mailing Items to the correct Postage

If we find that you have declared the Postage on any Mailing Items incorrectly, including mis-declaring the Service, we shall amend the Posting Docket(s) to charge you the correct Postage, notify you of these amendments, and accept the relevant Mailing Items on the basis of the amended Posting Docket(s). **[Note: please refer to Clause 3.8(b)(i) of the General Access Terms and Conditions in the Updated ALC]**

### 5 Non-compliances for which we may raise a surcharge

- 5.1 If you do not comply with the Presentation Specifications when you hand over Mailing Items to us then:
- (a) if we both agree that it is reasonably practicable for us to rectify your non-compliance, we shall rectify the non-compliance as soon as reasonably practicable and accept the relevant Mailing Items as rectified provided that:
    - (i) the relevant Mailing Items shall not form part of the Service Standard measurement under paragraph 2 of this Schedule; and
    - (ii) you pay a Surcharge in line with the User Guide;
  - (b) provided that if you have opted to include an Early Release Schedule in this Contract we may, as set out in that Schedule, rectify the non-compliance and levy the Surcharge without your consent; or
  - (c) if we do not agree that it is reasonably practicable for us to rectify the non-compliance or if you do not agree to pay the Surcharge, we may reject the relevant Mailing Items (until they are rectified other than by us) and the relevant Mailing Items shall not form part of the Service Standard measurement under Part A of this Schedule 2.



**[Note: please refer to Clauses 3.6 to 3.9 of the General Access Terms and Conditions in the Updated ALC. Early release is now standard –please refer to the Summary Table]**

5.2 If you hand over a Posting to us which exceeds or falls short of your Forecast (by Format and by Machinable Items and Manual Items) for that Posting by more than 1,000 Mailing Items or 15 per cent of your Forecast number of Mailing Items (by Format and by Machinable Items and Manual Items) for that Posting (whichever is the greater), or you fail to arrive at the Inward Mail Centre on the Forecast day, we may reject a number of Mailing Items equal to the excess over your Tolerance of the Forecast number or we may levy a Surcharge in line with the User Guide.

## **6 Non-compliances we may reject**

6.1 We may reject:

- (a) any Container that contains any Mailing Item that:
  - (i) bears a Royal Mail postage stamp or other Royal Mail mark, impression or device (other than the Royal Mail Access Indicator) and is handed over at an Inward Mail Centre;
  - (ii) does not bear the Royal Mail Access Indicator in line with Schedule 4;
  - (iii) is damaged before hand over by you to us;
  - (iv) contravenes the User Guide's lists of Prohibited Items, Restricted Items or Valuables;
  - (v) is not sorted in line with the User Guide;
  - (vi) is not addressed in line with the User Guide; or
  - (vii) is not presented in Containers in line with the User Guide; or
- (b) any Container that:
  - (i) is not filled in line with the User Guide; or
  - (ii) is delivered to an Inward Mail Centre but is labelled for delivery to Postcode Sectors not served by that Inward Mail Centre;
- (c) any UCID Posting or Daily Posting that comprises fewer than four thousand Mailing Items.

## **7 Action we may take in respect of rejected Mailing Items**

7.1 If we reject any Container of Mailing Items we will notify you and:

- (a) make the relevant Mailing Items available for your collection, for which we may charge you reasonable handling charges;
- (b) if you have not collected the relevant Mailing Items on the Working Day following the Working Day you receive our notice under this paragraph 7.1 we may charge you reasonable storage charges; and
- (c) if you have not collected the relevant Mailing Items within 5 Working Days of such notification, we may destroy those Mailing Items and charge you a reasonable amount for doing so.

## **8 Using UCIDs**

- 8.1 If you choose to identify Mailing Items that have been prepared and sorted discretely from other Mailing Items by use of UCIDs you must first submit your proposed numbering methodology for your UCIDs to us for our approval. Your numbering methodology for UCIDs must relate to separate Originating Customers, Customer Entities or Posting Entities and we are looking for consistency of use of each UCID number each time the same Originating Customer, Customer Entity or Posting Entity sends Mailing Items with you for hand over to us. We will withdraw the right for you to use UCIDs if your use is not consistent.
- 8.2 Each Container forming part of a UCID Posting must be clearly identified with the correct UCID and if reasonably required by us must at hand over be clearly segregated from other Containers in a Daily Posting which do not form part of that UCID Posting.
- 8.3 If you have correctly applied your approved numbering methodology and we can easily identify Mailing Items in a Daily Posting which have been prepared discretely from other Mailing Items by use of a specific UCID in line with the User Guide, then we shall limit the actions we may take under paragraphs 3 to 8 of this Schedule and section 15 of the User Guide to those Mailing Items of the same UCID in the Daily Posting.
- 8.4 Each Container in a Daily Posting which is not clearly identified with the correct UCID and/or which is not clearly segregated from other Containers in your Daily Posting which do not form part of the same UCID Posting where we have reasonably required you to segregate in that way will be classed as part of a Consolidated Posting.

### **Part 3 - Access to our Inward Mail Centres**

#### **1 Hand over and presentation**

- 1.1 Provided that you comply with the terms of this Contract, you may hand over Mailing Items to an Inward Mail Centre that bear Postcodes served by that particular Inward Mail Centre from the Access Start Date.
- 1.2 You may only hand over Mailing Items which are marked with the Royal Mail Access Indicator in line with Schedule 4.
- 1.3 You may only hand over Mailing Items which meet the specifications of the Services detailed in the User Guide, in which case the Access Charges appropriate to the Service shall be payable by you.

#### **2 Minimum posting requirements**

- 2.1 You must make sure that in aggregate you hand over to us at least either (i) six million Mailing Items, or (ii) one million Mailing Items if delivering to fewer than four Inward Mail Centres during each Contract Year. If you fail to hand over to us either (i) six million Mailing Items, or (ii) one million Mailing Items if delivering to fewer than four Inward Mail Centres in any Contract Year after the first Contract Year, we may terminate your Contract in accordance with clause 8.4 of the General Access Terms and Conditions.
- 2.2 You must make sure that each Daily Posting you hand over to us contains a minimum of four thousand Mailing Items, and if UCID Postings are handed over within the Daily Posting, that each UCID Posting contains a minimum of four thousand Mailing Items.

#### **3 The Access Window and your Access Slot**

- 3.1 The hours between 07.30 a.m. and 12.00 noon on any Working Day shall (unless otherwise agreed) be the Access Window.
- 3.2 Your Access Slot shall be that period within the Access Window which has been agreed between us, as set out in the User Guide, during which period you must begin hand over of Mailing Items for that Access Slot at that Inward Mail Centre.

- 3.3 You must use reasonable efforts (including where necessary making sure you have enough personnel available) to complete the handover of all your Mailing Items within a reasonable period of time from when you commence hand over during your Access Slot.
- 3.4 We may refuse to accept Mailing Items if you do not begin hand over during your Access Slot or if you have not used reasonable efforts to complete hand over within a reasonable period of time.
- 3.5 If, subject to paragraph 11.6, you arrive at the Inward Mail Centre outside your Access Slot on any Working Day, then:
- (a) if you arrive earlier than the Access Slot, we may:
    - (i) refuse you access to the relevant Inward Mail Centre until the start of the Access Slot; or
    - (ii) allow hand over of the relevant Mailing Items;
  - (b) if you arrive later than the Access Slot, we may:
    - (i) refuse you access to the relevant Inward Mail Centre; or
    - (ii) allow hand over of the relevant Mailing Items provided that for the purposes of the Service Standard measurement the relevant Mailing Items shall be deemed to have been handed over to us on the Working Day immediately after the Working Day when the hand over took place.
- 3.6 If your 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 us, we shall accept that hand over and that hand over shall be deemed to have been made within the relevant Access Slot.

#### **4 Information you must give to us in advance of a Daily Posting**

- 4.1 In line with and as more fully set out in the User Guide, you shall:
- (a) on each Working Day, tell us the estimated number of Mailing Items that you expect to hand over to us on each of the next 7 Working Days at each Inward Mail Centre to which you anticipate that you will require access, using reasonable efforts to give us an estimated breakdown of those Mailing Items between Machinable Items and Manual Items;
  - (b) on each Working Day, tell us how many Letters or Large Letters that you expect to hand over to us at each Inward Mail Centre on the following Working Day including a breakdown of those Mailing Items between Machinable Items and Manual Items; and
  - (c) on the day of handover, give us a Posting Docket and Manifests detailing the actual number of Mailing Items for hand over at each Inward Mail Centre on that Working Day; and
  - (d) in addition, as and when applicable, tell us of any Key National Postings in line with the reporting requirements of the User Guide.
- 4.2 If we do not receive the information set out in paragraphs 12.1.1 to 12.1.4 above then:
- (a) if the reason we do not receive the information is that there has been a failure on our part, we shall accept hand over of the relevant Mailing Items; and
  - (b) if the reason we do not receive the information is because there has been a failure on your part, we may refuse to accept hand over of the relevant Mailing Items.

- 4.3 If the number of Mailing Items by Format and by Machinable Items and Manual Items that you hand over to an Inward Mail Centre differs (by more or less) from the number notified under:
- (a) paragraphs 12.1.2 and 12.1.4 by more than the relevant Tolerance, we may refuse to allow hand over of or we may accept the Letters or Large Letters (as appropriate) that are in excess of the Tolerance of the Forecast number but we shall use reasonable efforts (subject to paragraphs 3 to 8 above) to allow hand over or to accept them (subject to paragraph 1). For this purpose, Tolerance is the greater of:
    - (i) 1,000 Letters or Large Letters (as appropriate); or
    - (ii) 15 per cent of the number notified under paragraph 12.1.2 or 12.1.4; or
  - (b) paragraph 12.1.3, we shall treat such Letters or Large Letters in line with section 15 of the User Guide.
- 4.4 In the unlikely event that you are unable to produce a Posting Docket electronically, we will accept as an interim contingency arrangement a submission via DocketHub or an alternative systems solution approved by us.
- 4.5 Where we accept Mailing Items in line with paragraph 12.3.1, if the relevant number of Letters or Large Letters (by Machinable Items and Manual Items as appropriate) that you hand over to us at an Inward Mail Centre is more than the acceptable Tolerance for the number that you pre-notified under paragraphs 12.1.2 and 12.1.4, the number of Mailing Items in excess of the Tolerance shall not form part of the Service Standard measurement for the purposes of paragraph 2 of this Schedule.
- 4.6 Where we accept Mailing Items in line with paragraph 12.3.1, if the relevant number of Letters and Large Letters (by Machinable and Manual, as appropriate) that you hand over to us at an Inward Mail Centre is less than the acceptable Tolerance for the number that you pre-notified under paragraphs 12.1.2 and 12.1.4 we may levy a surcharge in line with the User Guide.
- 4.7 Where you provide us with information under paragraphs 12.1.2 and 12.1.4 and you do not inform us on the Working Day before the day of handover that you wish to cancel a Posting we may levy a surcharge in line with the User Guide.

## 5 The Client Report

- 5.1 Once we are satisfied that the Posting Docket for a Daily Posting is correct in line with the User Guide we shall send you the electronic Client Report. Subject to paragraph 13.2 below, you must agree that Client Report as soon as possible and in any case within 2 hours of receiving it and we shall release the Mailing Items within that Daily Posting for processing when we receive your agreement to it. Failure to agree the Client Report within this time may mean that we reject your Mailing Items. Agreement of the Client Report represents the final and accurate record of that Daily Posting on which we raise our invoice to you.

**5.2** If you have opted to include an Early Release Schedule in this Contract, then the terms of that Schedule apply to the release of your Mailing Items and paragraph 13.1 does not apply to you. **[Note: Early Release is now standard and the provisions have been moved to the User Guide - please refer to the Summary Table]**

## 6 Your obligation to subscribe to Quality of Service measurement

- 6.1 We are obliged by the Access Condition to measure the quality of service from the time that Mailing Items are handed over to us under an Access Contract until those Mailing Items are delivered. As the holder of an Access Contract you agree to participate in the process of measuring that quality of service if you are asked to do so by the independent company responsible for that process. **[Note: text has been consolidated – see Schedule 2, Part 1, paragraph 2.3 of Schedule 2 in the Updated ALC]**

## Schedule 3

### Price Plans

[CUSTOMER: Select your Price Plan(s) from Price Plan Options A, B, C and D. You may select any of Options A, B, C and D alone, or combine either Option A or B with Option C. You may not select both Options A and B and you may not combine Option D with any of Options A, B or C.]

#### OPTION A

##### National Price Plan One (SSCs)

#### 1 Introduction

- 1.1 You acknowledge that the Access Charges for National Price Plan One (SSCs) are offered on the premise that your Daily Postings under this Price Plan will reflect a typical Royal Mail national geographic mix of Mailing Items.
- 1.2 All references to the expression "Contract Year" in this National Price Plan One (SSCs) shall be read "Financial Year".

#### 2 Eligibility to opt for a National Price Plan

- 2.1 You may only opt for National Price Plan One (SSCs) if you are able to prove to our reasonable satisfaction that you have a reasonable likelihood of meeting the National Spread Benchmark and the Urban Density Benchmark.

#### 3 Your Profile Commitment under National Price Plan One (SSCs)

- 3.1 The geographic spread and urban density of your Daily Postings under this Price Plan will be measured against the National Spread Benchmark and the Urban Density Benchmark during each Contract Year. You agree to meet the National Spread Benchmark and the Urban Density Benchmark.
- 3.2 A failure by you to meet the National Spread Benchmark and/or the Urban Density Benchmark shall not constitute a material breach for purposes of clause 8.2 of the General Access Terms and Conditions, but shall entitle us to levy a National Spread Surcharge and/or Urban Density Surcharge (both of which are Profile Surcharges) in accordance with paragraphs 5 and 7 of this Price Plan; provided, however, that we will not apply any Profile Surcharges for failure to meet your Profile Commitment in a Contract Year if you prove, to our reasonable satisfaction, that such failure results directly from:
  - (a) a major corporate transaction that involves you, such as a material change in your ownership or structure as a result of a merger, acquisition, restructuring or other major corporate transaction; or
  - (b) unplanned changes in volumes, origination and/or types of Mailing Items as a result of events or circumstances beyond your reasonable control which were not reasonably foreseeable.

For the avoidance of doubt, you may not claim relief from Profile Surcharges under this clause 3.2 for the same set of circumstances any more than once.

#### 4 The National Spread Benchmark

- 4.1 To assess whether you have met the National Spread Benchmark, we shall calculate what percentage of your total volume of Mailing Items in a Contract Year was delivered to each SSC to arrive at your Actual SSC Percentage for each SSC. We shall then compare your Actual SSC Percentage with the National Spread Benchmark for every SSC and express this as a ratio (SSC Ratio) for every SSC. For example, if your Actual SSC Percentage for a particular SSC is 3 per cent, and the National Spread Benchmark for that SSC is 4 per cent, the SSC Ratio for that SSC is 0.75.

4.2 We shall apply a Ratio Threshold for each SSC. If your SSC Ratio in any SSC is lower than the Ratio Threshold, that is a Failed SSC. You have met the National Spread Benchmark in a Contract Year if in both National Profile Areas the number of your Failed SSCs is no greater than the SSC Permitted Variance Number for each National Profile Area.

4.3 If you do not meet the National Spread Benchmark and you are in breach of paragraph 3.1 above we may levy National Spread Surcharges calculated in accordance with paragraph 5.

## **5 National Spread Surcharge**

5.1 Subject to paragraph 5.2, the National Spread Surcharge is calculated by working out the number of additional Mailing Items which you would need to have declared under this Price Plan in each Failed SSC to meet the Ratio Threshold for each SSC (Attributable Volume). The National Spread Surcharge will be the National Spread Surcharge Rate per Mailing Item applied to your Attributable Volume.

5.2 In carrying out the calculation in paragraph 5.1, we shall in each National Profile Area first calculate the Attributable Volume for each Failed SSC. We then rank in highest Attributable Volume order the Failed SSCs for each National Profile Area. The highest ranking Failed SSCs for each National Profile Area will be the SSCs included within the SSC Permitted Variance Number. Only the Attributable Volume of the remaining Failed SSCs will be used to calculate surcharges for the purpose of paragraph 5.1.

## **6 The Urban Density Benchmark**

6.1 To assess whether you have met the Urban Density Benchmark, we shall measure your Urban SSC Percentage for each SSC and compare it to the Urban Density Benchmark for that SSC. We shall calculate whether your Urban SSC Percentage is greater than or less than the Urban Density Benchmark for each SSC by more than the Urban Permitted Variance.

6.2 If none of your Urban SSC Percentages are greater than or less than the Urban Density Benchmark by more than the Urban Permitted Variance, you have met the Urban Density Benchmark.

6.3 If any of your Urban SSC Percentages is greater than or less than the Urban Density Benchmark by more than the Urban Permitted Variance, you have not met the Urban Density Benchmark and if you are in breach of paragraph 3.1 we may levy a surcharge as set out in paragraph 7.

## **7 The Urban Density Surcharge**

7.1 For any SSC for which your Urban SSC Percentage is greater or less than the Urban Density Benchmark by more than the Urban Permitted Variance, we shall multiply the percentage by which you fall short of or exceed the Urban Permitted Variance for that SSC by your total volume for that SSC for that Contract Year to arrive at a number of Mailing Items for that SSC which represents that percentage shortfall or excess. If the sum of all the excess volumes exceeds the sum of all the shortfalls, we shall take no action. If the sum of all the shortfalls exceeds the sum of all the excesses so that there is an overall shortfall, we will surcharge you the Urban Density Surcharge Rate per Mailing Item for the whole of that shortfall.

## **8 Reviews**

8.1 We will measure your actual Daily Postings' performance against the National Spread Benchmark and Urban Density Benchmark each quarter and share this performance with you at each of your quarterly reviews and tell you whether according to the national spread and urban density of your Daily Postings to that point you are likely to be required to pay Profile Surcharges for that Contract Year.

### **8A Measuring your volume of Mailing Items for the purpose of deriving your Actual SSC Percentage and Urban SSC Percentage.**

8A.1 You may opt to declare your actual volume of Mail Items by zone for the purpose of calculating your Actual SSC Percentage and Urban SSC Percentage. To do this, you must provide us with

the information on your Actual Posting Profile with each Daily Posting. You can do this by uploading to our DocketHub system (or any successor electronic billing system), on the day of handover, a Manifest for each Inward Mail Centre that details the number of Mailing Items by weight and by Zone for each Container (in line with the illustration of the Manifest set out in Annex B to this Schedule 3 and the User Guide). Mailing Items for destination to the London Zone must be declared on your Manifest as Zone D. It is your responsibility to upload the Manifest in line with this paragraph and the User Guide.

8A.2 Where the address data on a Mailing Item does not have the Postcode selection in sufficient detail to identify a Zone, you must declare such Mailing Item as Zone Z.

8A.3 Provided that:

- (a) you have provided a correct Actual Posting Profile in accordance with the requirements of paragraph 8A.1 and the User Guide for at least 85% of your total volume of Mailing Items in a Financial Year; and
- (b) the number of Zone Z declared Mailing Items does not exceed 10% of your total number of Mailing Items in a Financial Year,

then we shall accept your uploaded data as representative of your Actual SSC Percentage and Urban SSC Percentage.

8A.4 If you choose not to provide an Actual Posting Profile pursuant to paragraph 8A.1 or do not meet the requirements in paragraph 8A.3, then we will undertake statistical sampling of your Mailing Items under this Price Plan and from the results of that sampling we will derive a figure representing your Actual SSC Percentage and Urban SSC Percentage during the Financial Year. You agree to accept the results of that sampling activity.

## 9 Payment of Profile Surcharges

9.1 We will invoice you for any Profile Surcharges within 30 days of notifying you of your end of Contract Year performance. Payment of the Profile Surcharges invoiced shall be made in accordance with clause 11 of the General Access Terms and Conditions.

## 10 Payment of Profile Surcharges on Termination of this Contract or Change of Price Plan

10.1 If this Contract terminates or you change or terminate this Price Plan during a Contract Year, we may levy Profile Surcharges in respect of the period from the start of the Contract Year to the date of change or termination of this Price Plan or termination of the Contract (which we refer to in this paragraph as an Abbreviated Contract Year). We will calculate your Profile Surcharges for the Abbreviated Contract Year in line with paragraphs 5 and 7 above as if the Abbreviated Contract Year was a Contract Year, and we will invoice you for those Profile Surcharges within 30 days of notifying you of your end of Abbreviated Contract Year performance.

## 11 Transferring to the Zonal Price Plan

11.1 If the number of items incurring Profile Surcharges exceeds 15 per cent of your annual volume as invoiced by us under this Price Plan in any Contract Year, we shall terminate your right to post under this National Price Plan (SSCs) on not less than 30 days' notice and you shall be required from the expiry of that 30 day period to post all Mailing Items under the Zonal Price Plan.

## 12 Changes to our Access Charges, our Permitted Variances and our Pricing Structure

12.1 The Access Charges and Permitted Variances which apply to National Price Plan One (SSCs) are published on our Website [www.royalmailwholesale.com](http://www.royalmailwholesale.com), and may be varied from time to time in accordance with the provisions of clause 13.2.3 of the General Access Terms and Conditions. **[Note: now consolidated in clause 13 of the General Access Terms and Conditions in the Updated ALC]**

12.2 The terms of this National Price Plan One (SSCs) are part of our Pricing Structure, and may be varied from time to time in accordance with the provisions of clause 13.2.1 of the General Access Terms and Conditions.



## OPTION B

### Averaged Price Plan Two (Zones)

#### 1 Introduction

- 1.1 You acknowledge that the Access Charges for Averaged Price Plan Two (Zones) are offered on the premise that your Daily Postings under this Price Plan will reflect a typical Royal Mail national geographic mix of Mailing Items.

#### 2 Eligibility to opt for an Averaged Price Plan Two (Zones)

- 2.1 You may only opt for Averaged Price Plan Two (Zones) if you are able to prove to our reasonable satisfaction that it is reasonably likely that the geographic spread of your Daily Postings in any Financial Year will conform to the Royal Mail Zonal Posting Profile.

#### 3 Your Profile Commitment under Averaged Price Plan Two (Zones)

- 3.1 The geographic spread of your Daily Postings under this Price Plan in each Financial Year will be measured against the Royal Mail Zonal Posting Profile in each Zone. You agree to conform to the Royal Mail Zonal Posting Profile.
- 3.2 Breach of paragraph 3.1 of this Price Plan shall not constitute a material breach for the purposes of clause 8.2 of the General Access Terms and Conditions but shall entitle us to levy a Surcharge calculated in accordance with Annex A of this Price Plan.

#### 4 Measuring your Actual Posting Profile

- 4.1 You may opt to declare your actual volume of Mail Items by zone for the purpose of calculating your Actual Posting Profile. To do this, you must provide us with the information on your Actual Posting Profile with each Daily Posting. You can do this by uploading to our DocketHub system (or any successor electronic billing system), on the day of handover, a Manifest for each Inward Mail Centre that details the number of Mailing Items by weight and by Zone for each Container (in line with the illustration of the Manifest set out in Annex B to this Schedule 3 and the User Guide). Mailing Items for destination to the London Zone must be declared on your Manifest as Zone D. It is your responsibility to upload the Manifest in line with this paragraph and the User Guide.
- 4.2 Where the address data on a Mailing Item does not have the Postcode selection in sufficient detail to identify a Zone, you must declare such Mailing Item as Zone Z.
- 4.3 Provided that:
- (a) you have provided a correct Actual Posting Profile in accordance with the requirements of paragraph 4.1 and the User Guide for at least 85% of your total volume of Mailing Items in a Financial Year; and
  - (b) the number of Zone Z declared Mailing Items does not exceed 10% of your total number of Mailing Items in a Financial Year,

then we shall accept your uploaded data as representative of your Actual Posting Profile.

- 4.4 If you choose not to provide an Actual Posting Profile pursuant to paragraph 4.1 or do not meet the requirements in paragraph 4.3, then we will undertake statistical sampling of your Mailing Items under this Price Plan and from the results of that sampling we will derive a figure representing the percentage of the total volume of your Daily Postings you have posted in each Zone during the Financial Year to give us your Actual Profile Percentage for each Zone. You agree to accept the results of that sampling activity.
- 4.5 We will compare your Actual Profile Percentage with the Royal Mail Zonal Posting Profile Adjusted for Permitted Variance as more fully described in Annex A of this Price Plan.

- 4.6 If your Actual Profile Percentage is no greater than the Royal Mail Zonal Posting Profile Adjusted for Permitted Variance, you have conformed to the Royal Mail Posting Profile.
- 4.7 If your Actual Profile Percentage is greater than the Royal Mail Zonal Posting Profile Adjusted for Permitted Variance, you have failed to conform to the Royal Mail Zonal Posting Profile and we may levy Profile Surcharges calculated in accordance with Annex A of this Price Plan.

## 5 Reviews

- 5.1 We will review your Actual Posting Profile with you each quarter and inform you whether according to the profile of your Mailing Items by Zone to that point you are likely to be required to pay Profile Surcharges for that Financial Year.
- 5.2 If you do not have a Pre-Existing Access Contract immediately prior to entering into this Contract, at our discretion, we will not commence measurement of your Daily Postings against the Royal Mail Zonal Posting Profile for a period of six months from your Access Start Date. If the date on which we begin assessment is part way through a Financial Year, we will increase our sampling during the remainder of that Financial Year to ensure we achieve statistically valid sampling results for that Financial Year. **[Note: provisions around Pre-Existing Access Contracts have been deleted as these are now obsolete]**

## 6 Payment of Profile Surcharges

- 6.1 We will invoice you for any Profile Surcharges within 30 days of notifying you of your end of Financial Year performance. Payment of the Profile Surcharges invoiced shall be made in accordance with clause 11 of the General Access Terms and Conditions.

## 7 Payment of Profile Surcharges on Termination of this Contract or Change of Price Plan

- 7.1 If this Contract terminates or you change or terminate this Price Plan during a Financial Year, we may levy Profile Surcharges in respect of the period from the start of the Financial Year to the date of the change or termination of Price Plan or termination of this Contract (which we refer to in this paragraph as an Abbreviated Financial Year). Subject to statistically sufficient sampling data having in our reasonable opinion been collected by us during the Abbreviated Financial Year, we will calculate your Profile Surcharges for the Abbreviated Financial Year in line with paragraph 4 and Annex 1 of this Price Plan as if the Abbreviated Financial Year was a Financial Year, and we will invoice you for those Profile Surcharges within 30 days of notifying you of your end of Abbreviated Financial Year performance.

## 8 Transferring to the Zonal Price Plan

- 8.1 If the total number of your Mailing Items exceeding the permissible amount in each Zone which has a positive Weighted Average Price Variance Percentage exceeds 15 per cent of your annual volume of Mailing Items (as invoiced by us under the Averaged Price Plan Two (Zones) in any Contract Year) we may terminate your right to post under the Averaged Price Plan Two (Zones) on not less than 30 days' written notice and you shall be required from the expiry of that 30 day period to post all Mailing Items under the Zonal Price Plan.

## 9 Changes to our Access Charges, our Permitted Variances and our Pricing Structure

- 9.1 The Access Charges and Permitted Variances which apply to Averaged Price Plan Two (Zones) are published on our Website, and may be varied from time to time in accordance with the provisions of clause 13.2.3 of the General Access Terms and Conditions. **[Note: now consolidated in clause 13 of the General Access Terms and Conditions in the Updated ALC]**
- 9.2 The terms of this Averaged Price Plan Two (Zones) are part of our Pricing Structure, and may be varied from time to time in accordance with the provisions of clause 13.2.1 of the General Access Terms and Conditions.

## Annex A

### Calculation of Profile Surcharges

The principle of this Averaged Price Plan Two (Zones) is that you will meet the Royal Mail Zonal Posting Profile. If you fail to meet this profile, we will surcharge you if your Implied Customer Invoiced Amount is greater than your Allowed Customer Invoiced Amount. Using the Zonal Calculator available on our Website, the following steps explain how we calculate such Surcharges:

- 1 Using the Royal Mail Zonal Profile, we apply a Permitted Variance (see the Zonal Calculator on our Website) to the Zones where the Weighted Average Price Variance Percentage is a positive (i.e. those Zones where prices are more expensive on average than the national price) and we adjust the Zone(s) where the Weighted Average Price Variance Percentage is negative so that when summed the zonal values equal 100 per cent. The result of applying this Permitted Variance is reflected in the Royal Mail Zonal Posting Profile Adjusted for Permitted Variance. We provide a reference table of these with the Zonal Calculator, available on the Website, and updated at each tariff change in accordance with this Contract.
- 2 Next, we measure the amount you would have paid if your total annual volume reflected the Royal Mail Zonal Posting Profile Adjusted for Permitted Variance. We call this the 'Allowed Customer Invoiced Amount'. We calculate this amount by applying the Implied Zonal Average Unit Price for each Zone to your annual volume for each Zone as re-profiled to reflect the Royal Mail Zonal Posting Profile Adjusted for Permitted Variance.
- 3 The Allowed Customer Invoiced Amount is compared to the amount that you would have paid on an equivalent Zonal Price Plan using your Actual Posting Profile. Again we use the Implied Zonal Average Unit Prices for each Zone multiplied by the volume of your Actual Posting Profile. We call this your Implied Customer Invoiced Amount.

Where the amount calculated for your Implied Customer Invoiced Amount exceeds the amount calculated for your Allowed Customer Invoice Amount, a surcharge will be applied equivalent to the difference between the two.

## OPTION C

### Zonal Price Plan

#### 1 Zonal Access Charges

1.1 Under the Zonal Price Plan you will be charged differing prices for the Mailing Items you hand over to us according to the Zones within which those Mailing Items are to be delivered.

1.2 Details of the Zones and of the Access Charges which apply to this Zonal Price Plan are published on our Website [www.royalmailwholesale.com](http://www.royalmailwholesale.com). **[Note: now consolidated in clause 11 of the General Access Terms and Conditions in the Updated ALC]**

1.3 The Access Charges are exclusive of VAT.

**[Note: now consolidated in clause 11 of the General Access Terms and Conditions in the Updated ALC]**

1.4 Our Access Charges may be varied from time to time in accordance with the provisions of clause 13 of the General Access Terms and Conditions. **[Note: now consolidated in clause 13 of the General Access Terms and Conditions in the Updated ALC]**

#### 2 Changes to this Price Plan

2.1 The terms of this Zonal Price Plan, including the number of Zones which forms part of our Pricing Structure and the designation of Postcode Sectors to each Zone may be varied from time to time in accordance with the provisions of clause 13 of the General Access Terms and Conditions.

#### 3 Additional requirements for Zonal Mailing Items

3.1 Mailing Items which you hand over to us under this Zonal Price Plan must meet the specifications set out in Appendix J of the User Guide. We may reject Mailing Items which do not fully comply with Appendix J or process them in line with section 15 of the User Guide.

## OPTION D

### Regional Price Plan (Zones)

#### 1 Introduction

- 1.1 You may choose to operate in one or more of the following regions of the UK: England and Wales; Scotland; and Northern Ireland. You must nominate your chosen Region(s) prior to the Access Start Date.
- 1.2 You acknowledge that the Access Charges for the Regional Price Plan (Zones) are weighted averages reflective of the typical Royal Mail geographic mix of Mailing Items for each specific Region. They are offered on the premise that your Actual Posting Profile under this Price Plan will reflect a typical Royal Mail geographic mix of Mailing Items for your chosen Region(s) as measured to the Urban, Suburban and Rural Zones.
- 1.3 The England & Wales Region excludes the London Zone for the purposes of measuring whether you have conformed to the relevant Royal Mail Zonal Posting Profile. Any Mailing Items that are for delivery in the London Zone will be charged the London Zone's Zonal Charges.
- 1.4 We provide a reference table of each Region's Royal Mail Zonal Posting Profile within the Regional Zonal Calculator available on the Website which may be updated each Financial Year in accordance with clause 13.2.4 of this Contract.

#### 2 Eligibility to opt for the Regional Price Plan (Zones)

- 2.1 You may only opt for the Regional Price Plan (Zones) if you are able to prove to our reasonable satisfaction that it is reasonably likely that the geographic spread of your Daily Postings in any Financial Year in each chosen Region will conform to the Royal Mail Zonal Posting Profile specific to that Region.

#### 3 Measuring your Actual Posting Profile

- 3.1 The zonal geographic spread of your Daily Postings under this Price Plan in each Financial Year for each chosen Region will be measured against the Royal Mail Zonal Posting Profile specific to that Region.
- 3.2 You shall provide us the information on your Actual Posting Profile with each Daily Posting. You can do this by uploading to our DocketHub system (or any successor electronic billing system), on the day of handover, a Manifest for each Inward Mail Centre that details the number of Mailing Items by weight and by Zone for each Container (in line with the illustration of the Manifest set out in Annex B to this Price Plan and the User Guide). Mailing Items for destination to the London Zone must be declared on your Manifest as Zone D. It is your responsibility to upload the Mailing Items to the correct Zone. Subject to your correct and accurate completion of the Manifest in line with this paragraph and the User Guide, we shall accept your uploaded data as representative of your Actual Profile Percentage for each Zone.
- 3.3 Where the address data on a Mailing Item does not have the Postcode selection in sufficient detail to identify a Zone, you must declare such Mailing Items as Zone Z. The number of Zone Z Mailing Items must not exceed 10% of your total number of Mailing Items in a Financial Year. We may charge you for the number of Zone Z Mailing Items that exceed this 10% level at the Zone Z Surcharge Rate.
- 3.4 At the end of each Financial Year, if your Actual Posting Profile for each chosen Region does not match the applicable Royal Mail Zonal Posting Profile for that Region we will charge you Profile Surcharges calculated in respect of that Financial Year in accordance with Annex A of this Price Plan.

#### **4 Reviews**

- 4.1 We will review your Actual Posting Profile for each chosen Region with you each quarter and inform you whether according to the profile of your Mailing Items by Zone to that point you are likely to be required to pay Profile Surcharges for that Financial Year.

#### **5 Profile Surcharges**

- 5.1 We will invoice you for any Profile Surcharges within 30 days of notifying you of your end of Financial Year performance. Payment of the Profile Surcharges invoiced shall be made in accordance with clause 11 of the General Access Terms and Conditions.

#### **6 Payment of Profile Surcharges on Termination of this Contract or Change of Price Plan**

- 6.1 If this Contract terminates or you change this Price Plan during a Financial Year, we may levy Profile Surcharges in respect of the period from the start of the Financial Year to the date of the change of this Price Plan or termination of the Contract (which we refer to in this paragraph as an Abbreviated Financial Year). We will calculate your Profile Surcharges for the Abbreviated Financial Year in line with paragraph 3 and Annex A of this Price Plan as if the Abbreviated Financial Year was a Financial Year, and we will invoice you for those Profile Surcharges within 30 days of notifying you of your end of Abbreviated Financial Year performance.

#### **7 Transferring to the Zonal Price Plan**

- 7.1 If the total number of your Mailing Items exceeding the permissible amount in each Zone exceeds 15 per cent of your annual volume of Mailing Items (as invoiced by us under this Price Plan in any Financial Year) we may terminate your right to post under this Regional Price Plan (Zones) on not less than 30 days' written notice and you shall be required from the expiry of that 30 day period to post all Mailing Items under the Zonal Price Plan.

#### **8 Changes to our Access Charges, our Permitted Variances and our Pricing Structure**

- 8.1 The Access Charges which apply to the Regional Price Plan (Zones) are published on our Website, and may be varied from time to time in accordance with the provisions of clause 13.2.3 of the General Access Terms and Conditions. **[Note: now consolidated in clauses 11 and 13 of the General Access Terms and Conditions in the Updated ALC]**
- 8.2 The configuration of the Zones of this Regional Price Plan (Zones) are part of our Pricing Structure, and may be varied from time to time in accordance with the provisions of clause 13.2.1 of the General Access Terms and Conditions.

## Annex A

### Calculation of Profile Surcharges

The principle of this Regional Price Plan (Zones) is that you will meet the Royal Mail Zonal Posting Profile of each discrete Region that is relevant to your Contract. If you fail to meet this profile, we will surcharge you if you exceed the Royal Mail Zonal Posting Profile in the Zones where the Weighted Average Price Variance Percentage exceeds 0. Using the Regional Zonal Calculator available on our Website, the following steps explain how we calculate such Surcharges for each chosen Region:

- 1 We select the relevant Royal Mail Zonal Profile as the benchmark measure. We provide a reference table of these within the Regional Zonal Calculator, available on the Website.
- 2 Next, we input your annual mailing volumes and postage spend to determine your average item price.
- 3 We then input your Actual Profile Percentages to compare them against the relevant Royal Mail Zonal Profile to determine any variances. The calculator expresses the variances as a number of Mailing Items for each Zone.
- 4 Profile Surcharges will occur if, in the Zones where the Weighted Average Price Variance Percentage exceeds 0 after aggregating the positive and minus variances of Mailing Items calculated in accordance with paragraph 3, above, for such Zones, you have an overall excess number of Mailing Items. We calculate the total Profile Surcharges by taking the variance in the number of Mailing Items by Zone multiplied by your average item price and that sum is then multiplied by the relevant Zone's Weighted Average Price Variance Percentage.
- 5 If your Actual Posting Profile in the Zones where the Weighted Average Price Variance Percentage exceeds 0 after aggregating the positive and minus variances of Mailing Items calculated in accordance with paragraph 3, above, for such Zones, you have an overall minus variance in number of Mailing Items, then no rebate will be paid in respect of such minus variance.

## Annex B

### The Manifest

- 1 On the Manifest, you must declare Mailing Items for each Container by Service, average item weight, and number of Mailing Items for each Zone. Where the address data on a Mailing Item does not have the Postcode selection in sufficient detail to identify a Zone, you must declare such Mailing Items as Zone Z. It is your responsibility to upload the Mailing Items to the correct Zone. An example of the correct completion of the Manifest is shown in Figure 1 of this Annex.
- 2 You may choose to apply to each of your Mailing Items a Zonal Indicator relevant to the Postcode Sector of the corresponding address. If you do so, you must position the Zonal Indicator on a Mailing Item in accordance with Appendix J of the User Guide.

**Figure 1: The Manifest**

<b>Access Point:</b> Inward Mail Centre	<b>Date of Handover to Royal Mail:</b> _____ dd/mm/yy
<b>Access Site:</b> Mail Centre	<b>Account Number:</b> _____
<b>IMC Address:</b> Any Road Posttown AA1 1AA	<b>Posting Docket No.:</b> _____
<b>Job Reference:</b>	<b>Licence No.:</b> _____
	<b>Sheet</b> _____ <b>of</b> _____

**Individual Bag Identification**

Container ID No.	Originating Customer No.	SSC	Postcode Area	No. Items					No. Items					No. Items					Ave Weight WB2 (g)	Ave Weight WB3 (kg)	Actual Total Weight (kg)	Average Weight of Mail Items (g)	Total Items (units)	Format	Mech/Man/Sort	OCR level
				Nat	A	B	C	Z	Nat	A	B	C	Z	Nat	A	B	C	Z								
12345678	ABCDEFGG	123	DE		2	5	1			2	1	6						150		2.15	126	17	Large Letter	Manual	70	
12345679	ABCDEFH	123	DE							5	9	3		1				220		3.96	189	18	Large Letter	Manual	70	
12345670	ABCDEFI	12345	DE1	85	35	53		7												9.0	60	150	Letter	Mech	70	
	Total no. of Containers	Totals																					Totals			

<p><b>Delivery Note –</b></p> <p>This delivery note does not constitute acceptance that the above details are correct, as these details will be subject to Royal Mail revenue protection and mail verification checks. For the avoidance of doubt, this document only acknowledges the handover of Mailing Items on a time and date specified.</p> <p>Royal Mail – Please print name: Royal Mail – Signature:</p>	<p><b>For Royal Mail Use Only</b></p> <p>Date of Handover to Royal Mail</p> <p>Arrival Time at Royal Mail</p>
<p><b>For Customer Use only</b></p> <p>Customer Defined Information field</p>	



## Schedule 4

### Access Indicum

[Note: moved to the User Guide]

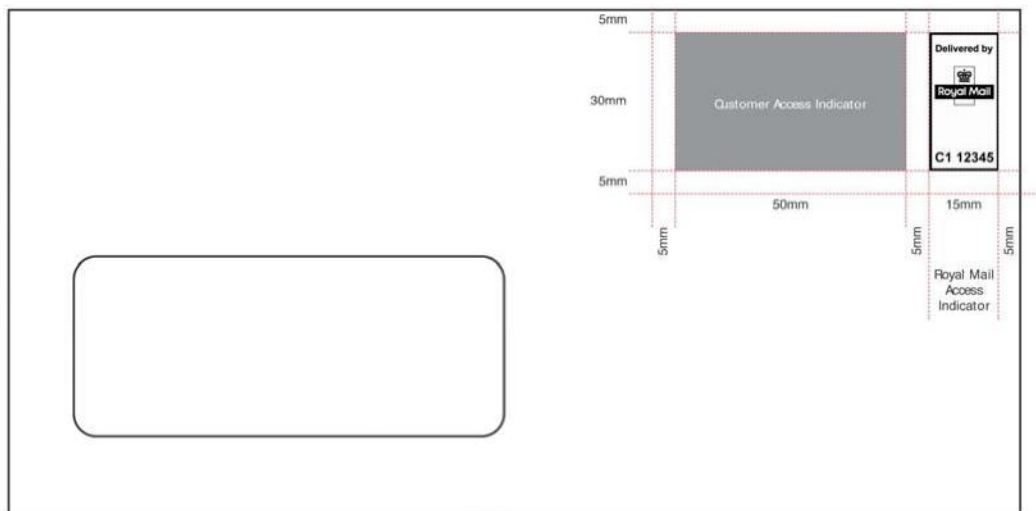
Your Access Licence Number: [insert number]

Customer Access Indicator (Optional) [insert customer Access Indicator]

Royal Mail Access Indicator



Layout for Letters



**Schedule 5**

**UCIDs**

[CUSTOMER: Insert here a statement explaining your numbering methodology for identification of Mailing Items relating to a separate Originating Customer, Customer Entity or Posting Entity and provide an example]

Please sign below to confirm that this page is Schedule 5 of your Access Letters Contract dated ..... 2020

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

**Accepted and approved by Royal Mail Group Limited**

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

## Schedule 6

### ROYAL MAIL ADVERTISING MAIL®

[Note: moved to Schedule 4 (Standard Services) Part 1 in the Updated ALC. Generally, the text has been amended and consolidated to also Royal Mail Partially Addressed Mail. Please see Part 1 of Schedule 4 in the Updated ALC]

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): [Note: text has been simplified]

#### 1 Background

1.1 This Schedule sets out the terms on which you and we agree that you may post Advertising 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. [Note: all definitions moved to Schedule 1]

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

<b>Ad Mail Information</b>	means in respect of a given Advertising Mail Posting: <ul style="list-style-type: none"><li>(a) the information provided to us on a Posting Docket or e-Manifest (as applicable), in the course of providing the Advertising Mail service for that Posting;</li><li>(b) the Sample/Seed referred to in paragraph 7.1 which relates to that Posting; and</li><li>(c) the Mail Reference provided on the Posting Docket or e-Manifest (as applicable) and on the Sample/Seed to us pursuant to paragraph 13.4.1(a) for that Posting.</li></ul>
<b>Advertising Mail</b>	Mailing Items which are declared by you as advertising mail, and which meet the criteria for Advertising Mail set out in this Contract including this Schedule 6; [
<b>Advertising Mail Discount</b>	the reduction on the charges payable on a Mailing Item eligible for Advertising Mail compared to the charges payable on the applicable non-Advertising Mail Access Service, as published on our Website and as amended from time to time in line with the terms of this Contract for the amendment of Access Charges; [Note: definition consolidated in one definition of "Discount"]
<b>Advertising Mail Posting</b>	a UCID Posting containing only Advertising Mail;
<b>ASBOF</b>	the Advertising Standards Board of Finance or any successor body of that body from time to time;
<b>ASBOF Levy</b>	the voluntary levy on advertising mail payable to ASBOF;
<b>Data Opt Out</b>	means: <ul style="list-style-type: none"><li>(a) your right (where you are the posting customer); or</li></ul>

	(b) the Originating Customer's or Customer Entity's right (as applicable),
	to opt out of JICMAIL's data sharing initiative as referred to in paragraph 13.2.2, and includes any subsequent data opt out referred to in paragraph 13.2.3 as applicable;
<b>Independent Marketing Specialists</b>	means Nielsen Media Research Limited (company no. 01765758) with registered offices at Venture House, 2 Arlington Square, Downshire Way, Bracknell, Berkshire, RG12 1WA, and such additional and/or replacement independent advertising market analysts as appointed by JICMAIL from time to time;
<b>Industry Input Data</b>	means, in respect of each Advertising Mail Posting for which the Data Opt Out has not been exercised: <ul style="list-style-type: none"> <li>(a) the identity of the advertiser and the brand for that Advertising Mail Posting;</li> <li>(b) Advertising Mail volumes for that Advertising Mail Posting disaggregated to SSC level (but no lower); and/or</li> <li>(c) the Mail Reference for that Advertising Mail Posting;</li> </ul>
<b>JICMAIL</b>	means JICMAIL LIMITED with company number 04123433 and whose registered address is 70 Margaret Street London W1W 8SS, or such replacement company from time to time;
<b>JICMAIL Levy</b>	the voluntary levy on advertising mail payable to JICMAIL; <b>[Note: reference updated to include the defined terms "Advertising Mail" and "Partially Addressed Mail"]</b>
<b>JICMAIL Levy Cap</b>	means: <ul style="list-style-type: none"> <li>a) in the 2021 calendar year, a cap of £5,000 per each Originating Customer and Customer Entity;</li> <li>b) in any subsequent year, the amount published on our Website (and, for the avoidance of doubt, if no cap is published on our Website then no cap shall apply);</li> </ul>
<b>Mail Producer</b>	means an entity who produces Advertising Mail and hands it over to you on behalf of a Customer Entity or an Originating Customer; <b>[Note: reference updated to include the defined terms "Advertising Mail" and "Partially Addressed Mail"]</b>
<b>Mail Reference</b>	a unique reference code of no more than twenty (20) characters which identifies a Customer Entity's or Originating Customer's specific Advertising Mail Posting such that each Advertising Mail Posting will have a unique and distinct Mail Reference associated with it; <b>[Note: reference updated to include the defined terms</b>

**"Advertising Mail" and "Partially Addressed Mail"]and**

**Sample/Seed** has the meaning given in paragraph 7.1.

**3 Commencement and duration**

- 3.1 The terms of this Schedule shall take effect from the Access Start Date, or such other 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 8.1.3, 9.6.2 or 12 of this Schedule.

**[Note: text has been consolidated in the provisions of clauses 1 and 7 of the General Access Terms and Conditions in the Updated ALC]**

**4 The Advertising Mail Service**

- 4.1 Advertising Mail is a six Working Day delivery service performed Monday to Saturday. We aim to deliver your Mailing Items on the first Working Day after handover and acceptance by us. **[Note: see Schedule 2, paragraph 2 in the Updated ALC]**

**5 Specifications for Advertising Mail**

- 5.1 The specifications and requirements set out in this Schedule are in addition to the specifications and requirements contained elsewhere in your Contract, including the User Guide. You must comply with those specifications and requirements in addition to those set out in this Schedule. **[Note: see clause 5 and Schedule 4, Part 1 paragraph 2.1 in the Updated ALC].**

- 5.2 To qualify as Advertising Mail you shall ensure:

- 5.2.1 that Mailing Items:
  - (a) consist of a largely uniform message to all addressees of the Advertising Mail Posting;
  - (b) have the purpose of promoting the sale or use of products or services, or to encourage contribution to or support of a cause;
  - (c) are presented in trays or bags or, as long as the requirements set out in the User Guide for an unbagged posting are met, are presented unbagged;
  - (d) are presented in bags or trays that exclusively contain Advertising Mail and if presented as an unbagged posting, are in bundles that exclusively contain Advertising Mail;
  - (e) meet the requirements of the data specification set out in paragraph 6 of this Schedule and seed Mailing Items set out in paragraph 7 of this Schedule; and
  - (f) comply with the Presentation Specifications of the User Guide; and

- 5.2.2 that each Advertising Mail Posting:
  - (a) contains a minimum 4000 Mailing Items in a Daily Posting;
  - (b) is assigned a UCID pertaining to the Originating Customer or Customer Entity, to be used in line with this Contract. (For clarity, you may not mix Mailing Items with different mailing pack designs in Containers assigned to a single UCID); and
  - (c) unless the Data Opt Out has been exercised, has a unique Mail Reference assigned to it and that the same Mail Reference is entered on the Posting Docket or e-Manifest (as applicable) and the associated Sample/Seed,

and, for the avoidance of doubt, the Advertising Mail Discount will nonetheless apply to the Advertising Mail Posting provided such Mail Items comply with remainder of this paragraph 5.2 even if the Data Opt Out has been exercised in accordance with paragraph 13.2.2 or 13.2.3 (as applicable).

- 5.3 An Advertising Mail Posting may be presented in Yorks with other UCID Postings or Consolidated Postings, as long as you use Yorks in line with this Contract.

## 6 Data specification

### 6.1 You must:

- 6.1.1 where data is not from a consent based file, have a documented procedure in place that is used to suppress customer and prospect data against the Mailing Preference Service (MPS), including MPS Deceased, and each address list used by you to prepare your Advertising Mail must on each occasion you hand over Advertising Mail be run against these files not more than 30 days before the Mailing Item that uses the data is delivered to the recipient (and for the purpose of this specification, all references to the term 'delivered' in this Schedule shall mean 'posted' as notified by you to us);
- 6.1.2 keep and maintain an internal suppression file to ensure that opt-outs are properly logged, and each Advertising Mail Posting must be run against these files 30 days or less before the Mailing Item that uses the data is delivered to the recipient; and
- 6.1.3 ensure that at least 90 per cent of Mailing Items are fully and accurately addressed and postcoded in line with our Postcode Address File (PAF®).

## 7 Seed Mailing Items

**[Note: consolidated in Partially Addressed Mail – see Schedule 4, Part 1, Paragraph 3 in the Updated ALC]**

- 7.1 For each Advertising Mail Posting you must provide us with a sample of each mailing pack design to verify conformance to the content requirement of the Advertising Mail specification. This can be provided as a sample pack prior to posting or by including us as a seed to the Posting (the **Sample/Seed**). We will retain each of the items received and use them for:
- 7.1.1 reference during the audit process as set out in paragraph 9 of this Schedule; and
- 7.1.2 unless the Data Opt Out has been exercised, the purpose envisaged in paragraph 13.1 of this Schedule.
- 7.2 You are required to provide samples or seeds that are exact reproductions of the Mailing Items posted in terms of both envelopes used and contents enclosed for each Advertising Mail Posting. The samples or seeds must:
- 7.2.1 be addressed to our nominated address as detailed in the User Guide, or such other location as may be notified from time to time;
- 7.2.2 include:
- (a) the posting Customer Entity's or Originating Customer's UCID; and
- (b) unless the Data Opt Out has been exercised, a unique Mail Reference for the specific Advertising Mail Posting to which the Sample/Seed relates; and
- 7.2.3 be handed over to us on the same date as the Advertising Mail Posting is posted.

## 8 Failure to meet the specifications

- 8.1 If you hand over an Advertising Mail Posting and we establish to our reasonable satisfaction that you have not complied with all or any of your obligations under this Schedule or that Mailing Items in that Advertising Mail Posting do not meet the Advertising Mail specifications, we may either:
- 8.1.1 reject the Advertising Mail Posting;
- 8.1.2 allow you to hand over the Advertising Mail Posting but remove the Advertising Mail Discount from that Advertising Mail Posting and charge you the applicable Access Charges for the Access Service specification that those Mailing Items meet; or
- 8.1.3 suspend or terminate your right to post Advertising Mail under this Schedule immediately on giving written notice to you.

**[Note: Consolidated with similar provisions for other Services and moved to clause 3.8 of the General Access Terms and Conditions in the Updated ALC]**

## 9 Audit and non-compliance

**[Note: consolidated in the provisions on Partially Addressed Mail – see Schedule 4, Part 1, Paragraph 6 in the Updated ALC]**

- 9.1 We must be reasonably satisfied at all times that you can comply, and are complying, with the terms of the Contract in relation to Advertising Mail including the terms of this Schedule. To satisfy us of your ability to comply and your continued compliance with those terms, you agree, among other things, to:
- 9.1.1 allow us to carry out a compliance audit in line with paragraphs 9.2 and 9.3 of this Schedule;
  - 9.1.2 provide us with Samples/Seeds; and
  - 9.1.3 prior to each Advertising Mail Posting, notify us of the identity of your Originating Customers or Customer Entities submitting Samples/Seeds as Advertising Mail, provided that we may use this information for the sole and exclusive purpose of auditing the relevant Mailing Items for compliance with this Schedule.
- 9.2 Before or after you hand over to us an Advertising Mail Posting, or at any time while this Schedule forms part of your Contract, and if requested by us on not less than five Working Days' notice, you agree to allow us to carry out a compliance audit of your supply chain and mailing processes and the supply chain and mailing processes of your Originating Customers and Customer Entities for whom you are handing over Advertising Mail. You shall provide all reasonable assistance that we reasonably require with any such audit, including but not limited to promptly giving us access to your premises, staff, records and processes and to procuring us access to the premises, staff, records and processes of your Originating Customers or Customer Entities where such access is reasonably required by us for the purpose of our audit.
- 9.3 If we wish to carry out an audit without visiting your premises, you shall co-operate with us by responding fully and promptly to any reasonable requests that we make for information or documentation. This may include, but is not limited to, requiring you to tell us the identity of your Originating Customers or Customer Entities that are submitting seeds in their Advertising Mail Posting. We undertake to keep confidential the identity of those Originating Customers or Customer Entities and to use that information for the sole and exclusive purpose of auditing your compliance with the terms of this Schedule.
- 9.4 For the avoidance of doubt, nothing in this paragraph 9 will restrict us from using the identity of the Originating Customer or Customer Entity for the purpose of paragraph 13.1 where the Data Opt Out has not been exercised by them.
- 9.5 Whether or not we carry out an audit, it is your responsibility to ensure all Mailing Items handed over to us as Advertising Mail meet the requirements of this Schedule.
- 9.6 If we (acting reasonably) consider that you have not complied and/or cannot comply fully with the terms of the Contract in relation to Advertising Mail including the terms of this Schedule, we may:
- 9.6.1 (regardless of any other term of this Contract) suspend your rights under this Schedule until we are satisfied of your compliance and your ability to comply;
  - 9.6.2 (regardless of any other term of this Contract) terminate your rights under this Schedule if we reasonably consider it appropriate; and
  - 9.6.3 where we can demonstrate that you have not fully complied with the terms of this Schedule in respect of specific Advertising Mail Postings and where you have benefited from the charges available for Advertising Mail, we may require you to pay us:
    - (a) a sum equal to the difference between the aggregate Advertising Mail charges paid as part of such Posting(s) and the appropriate Access Service charges that would have been payable by you for such Posting(s) under the Contract for Mailing Items that do not qualify as Advertising Mail; and
    - (b) our reasonable costs and expenses incurred in carrying out the audit and calculating the amount due from you under (a) above.

## 10 Pricing

- 10.1 Only Mailing Items eligible for Advertising Mail that you hand over to us and we accept will qualify for the Advertising Mail Discount. **[Note: consolidated in the similar provision for the Partially Addressed Mail discount – please see Schedule 4, Part 1, paragraph 7 in the Updated ALC.]**
- 10.2 (Regardless of any other term of this Contract) we may change the Advertising Mail Discount on at least ten weeks' prior written notice. **[Note: consolidated in Clauses and 13 of the General Access Terms and Conditions in the Updated ALC]**
- 10.3 All discounts shall be credited to you on the occasion of each Daily Posting in line with the payment terms set out in clause 11 of the General Access Terms and Conditions. **[Note: consolidated in the similar provision for the Partially Addressed Mail discount – please see Schedule 4, Part 1, paragraph 7 in the Updated ALC.]**
- 10.4 We publish the Advertising 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. The charges for Advertising Mail as published include the Advertising Mail Discount. **[Note: text has been consolidated in clauses 11 and 13 of the General Access Terms and Conditions in the Updated ALC]**

## 11 Deduction of the ASBOF Levy **[Note: Has been consolidated in the JICMAIL levy provisions and the ASBOF levy and JICMAIL levy provisions for Partially Addressed Mail. Please see Schedule 4, Part 1, paragraph 4 in the Updated ALC]**

- 11.1 You agree that we may, subject to paragraph 11.3 of this Schedule, collect the ASBOF Levy on behalf of ASBOF on all direct mail Mailing Items presented as Advertising Mail under the terms of the Contract. The ASBOF Levy is voluntary. We shall pass the entire value of the ASBOF Levy to ASBOF at the end of each quarter of the financial year. The value of the ASBOF Levy shall be that as stated on the pricing page of the Website, as changed from time to time.
- 11.2 You acknowledge that we are providing a collection service for the ASBOF Levy only. If you want a refund of the ASBOF Levy that you have paid, you must submit a written retrospective claim to ASBOF, on a quarterly or annual basis, to be sent to The Treasurer, ASBOF, 5<sup>th</sup> Floor, 21 Berners Street, London W1T 3LP (or such other address as may be advised from time to time), giving the following information:
- 11.2.1 evidence confirming that you have paid the ASBOF Levy, and confirmation of the amount paid; and
- 11.2.2 an explanation (in reasonable detail) setting out the reason for your request for a refund.
- 11.3 We will notify you if we are no longer appointed to collect the ASBOF Levy.
- 11.4 We may amend or withdraw the requirements of this paragraph 11 of this Schedule on three months' notice.

**[Note: consolidated in the similar provision for the Partially Addressed Mail discount – please see Schedule 4, Part 1, paragraph 4 in the Updated ALC]**

## 12 Change and termination

**[Note: now consolidated in Clauses 11 and 13 of the General Access Terms and Conditions in the Updated ALC]**

- 12.1 Regardless of any other term of this Contract, we may change or withdraw the Advertising Mail service on four months' written notice in which event this Schedule 6 will terminate at the expiry of that four month period.
- 12.2 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 and asked to take steps to remedy the breach.
- 12.3 Regardless of any other term of this Contract, we may terminate the terms of this Schedule on written notice with immediate effect if:



- 12.3.1 you fail to pay any Postage, Surcharges, Profile Surcharges or other charges due under this Contract as they fall due; or
- 12.3.2 an Insolvency Event occurs.
- 12.4 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.

### 13 Ad Mail Information

**[Note: this has been combined with the equivalent provisions for Partially Addressed Mail - see Schedule 4, Part 1, Paragraph 5 in the Updated ALC]**

- 13.1 We wish to use Ad Mail Information for the purpose of assessing the circulation of Advertising Mail and to create an advertising mail currency that enables advertisers to benchmark their investments in Advertising Mail against other media. To do this we wish to share the Industry Input Data with JICMAIL and permit JICMAIL to share the Industry Input Data with the Independent Marketing Specialists for the purpose of creating reports for the industry.
- 13.2 You agree to inform each Originating Customer and Customer Entity:
  - 13.2.1 of our wish to use their Ad Mail Information and share their Industry Input Data for the purposes set out in paragraph 13.1;
  - 13.2.2 that they have the right to opt out of us using their Ad Mail Information and sharing their Industry Input Data (the **Data Opt Out**) by instructing you to notify us by email using the opt out form available on our Website, providing us with the identity of the Originating Customer or Customer Entity who wishes to exercise the Data Opt Out together with their UCID and SCID (if applicable), such notice to be sent to the email address specified in the opt out form with the subject heading 'JIC Opt Out' (**Data Opt Out Notification**);
  - 13.2.3 that the Data Opt Out shall be valid for a period of 12 months from the date of receipt of the Data Opt Out Notification (**Opt Out Period**), following which the Originating Customer or Customer Entity will need to instruct you to send a further Data Opt Out Notification in accordance with paragraph 13.2.2 above should it wish to exercise the Data Opt Out for a further Opt Out Period; and
  - 13.2.4 that:
    - (a) if they wish to exercise the Data Opt Out, then it is their responsibility to ensure that they instruct you to send a Data Opt Out Notification in accordance with paragraphs 13.2.2 and 13.2.3 above (as applicable); and
    - (b) if we have not received a Data Opt Out Notification, or if the Data Opt Out has expired and we have not received a subsequent Data Opt Out Notification, then we shall be entitled to treat that as their consent for us to use their Ad Mail Information and share their Industry Input Data for the purpose set out in paragraph 13.1 and we shall have no liability to them in respect of such use even if they had instructed you otherwise.
- 13.3 We will use reasonable efforts to notify you in advance of expiry of the relevant Opt Out Period.
- 13.4 You will ensure that:
  - 13.4.1 if the Data Opt Out has not been exercised pursuant to paragraph 13.2.2 or 13.2.3 (as applicable), then:
    - (a) the posting Customer Entity or Originating Customer must ensure each Advertising Mail Posting is assigned the correct Mail Reference and such Mail Reference is declared on the Posting Docket or e-Manifest (as applicable) and the associated Sample/Seed item; and
    - (b) where an individual Advertising Mail Posting is being posted across a number of different days, then the same Mail Reference is to be used for each day of that Advertising Mail Posting.
- 13.5 Paragraphs 13.1 to 13.4 shall apply equally if you are the posting customer of the Advertising Mail, in which case:

- 13.5.1 you may exercise the Data Opt Out by sending us a Data Opt Out Notification in accordance with paragraph 13.2.2;
  - 13.5.2 however, if we have not received a Data Opt Out Notification, or if the Data Opt Out has expired in accordance with paragraph 13.2.3 and we have not received a subsequent Data Opt Out Notification, then we will be entitled to treat that as your consent for us to use the Ad Mail Information and share the Industry Input Data for the purpose set out in paragraph 13.1.
- 13.6 We each agree that, for the purpose of clause 9 (Confidentiality) of the General Access Terms, the Ad Mail Information shall not be Confidential Information for:
- 13.6.1 those Customer Entities and Originating Customers who have not exercised the Data Opt Out; or
  - 13.6.2 where you are the posting customer, where you have not exercised the Data Opt Out.

#### **14 Deduction of the JICMAIL Levy**

- 14.1 You agree that we may, subject to paragraph 14.3 of this Schedule, collect the JICMAIL Levy on behalf of JICMAIL on all direct mail Mailing Items presented as Advertising Mail under the terms of the Contract. The JICMAIL Levy is voluntary. We shall pass the entire value of the JICMAIL Levy to JICMAIL at the end of each quarter of the financial year. The value of the JICMAIL Levy shall be that as stated on the pricing page of the Website, as changed from time to time, and shall be subject to the JICMAIL Levy Cap per each Originating Customer and Customer Entity. Any amounts paid by you in excess of the JICMAIL Levy Cap will be refundable by JICMAIL and we will not be liable to you in respect of any amounts paid by you in excess of the JICMAIL Levy Cap.
- 14.2 You acknowledge that we are providing a collection service for the JICMAIL Levy only. If you want a refund of the JICMAIL Levy that you have paid, you must submit a written retrospective claim to JICMAIL, on a quarterly or annual basis, to be sent to The Treasurer, JICMAIL Limited, DMA House, 70 Margaret Street, London W1W 8SS (or such other address as may be advised from time to time), giving the following information:
- 14.2.1 evidence confirming that you have paid the JICMAIL Levy, and confirmation of the amount paid; and
  - 14.2.2 an explanation (in reasonable detail from a board member) setting out the reason for your request for a refund.
- 14.3 We will notify you if we are no longer appointed to collect the JICMAIL Levy.
- 14.4 We may amend or withdraw the requirements of this paragraph 14 of this Schedule on 70 days' notice.

**[Note: consolidated in the similar provision for the Partially Addressed Mail discount – please see Schedule 4, Part 1, paragraph 4 in the Updated ALC]**

Schedule 7

**[RESPONSIBLE MAIL SERVICE HAS BEEN WITHDRAWN]**

## Schedule 8

### Mixed Weight

**[Moved to Schedule 5 (Operational Presentation Facilities) Part 1 in the Updated ALC.]**

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): **[Note: text has been simplified]**

#### 1 Background

This Schedule sets out the terms on which you and we agree that you may designate certain Containers of Mailing Items as 'Mixed Weight'.

#### 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 in the table below:

**Mixed Weight** means a Container of Mailing Items of different weight bands but all of the same Format which is labelled and declared by you as mixed weight mail, and which meets the criteria for such mail set out in this Contract and this Schedule 8

**Mixed Weight Posting** means a UCID Posting or Consolidated Posting containing only Mixed Weight Mailing Items and

**York Schedule** means **Schedule 11: York Exchange**

#### 3 Commencement and duration

3.1 From the start date of this Contract, or such other date as you and we may agree, you may designate certain Containers of Mailing Items as being Mixed Weight on the terms set out in this Schedule.

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

(a) the date this Contract is terminated in line with its terms; or

(b) the date this Schedule is terminated under paragraph 5.4(b) or 10 of this Schedule.  
**[Note: consolidated in Clauses 1 and 7 of the General Access Terms and Conditions in the Updated ALC]**

#### 4 Specifications for Mixed Weight

4.1 The specifications and requirements set out in this Schedule are in addition to the specifications and requirements contained elsewhere in your Contract, including the User Guide. You must comply with these specifications and requirements in addition to those set out in this Schedule.

4.2 To qualify as Mixed Weight Containers, Containers must contain Mailing Items of a single Format and of different weight bands.

4.3 All Mixed Weight Postings must be posted through a discrete account that we have issued to you. You may only send Mixed Weight Postings through this account. When making Mixed Weight Postings, you must declare and upload to the Mixed Weight account:

(a) seven day and 24 hour forecasts for Mixed Weight Postings into DocketHub; and

- (b) a Mixed Weight Manifest into DocketHub for each Daily Posting.

## **5 Audit and non-compliance**

- 5.1 Before you post Mixed Weight Mailing Items under this Contract, we must be reasonably satisfied that you can comply with the terms of this Schedule. Among other things, we may require you to allow us to carry out a compliance audit of your supply chain and mailing processes.
- 5.2 Before or after you post Mixed Weight Mailing Items, and at any time while the Contract is in force, we may audit your ability to comply, and audit your actual compliance, with the terms of this Schedule. However, regardless of any such audit, it is your responsibility to ensure that you comply with the terms of this Schedule.
- 5.3 We shall give you reasonable notice (being not less than five Working Days) of any audit that we intend to carry out under paragraph 5.2 of this Schedule. You shall provide all reasonable assistance that we reasonably require with any such audit, including but not limited to promptly giving us access to your premises, staff, records and processes. If we wish to carry out an audit without visiting your premises, you shall co-operate with us by responding fully and promptly to any reasonable requests that we make for information or documentation.
- 5.4 If we (acting reasonably) consider that you have not complied and/or cannot comply fully with this Schedule, we may:
  - (a) (regardless of any other term of this Contract) suspend your rights under this Schedule until we are satisfied of your compliance and ability to comply; or
  - (b) (regardless of any other term of this Contract) terminate your rights under this Schedule if we reasonably consider it appropriate.

## **6 Presentation of Mixed Weight Mailing Items**

- 6.1 In addition to the presentation requirements set out elsewhere in this Contract, the following additional presentation requirements apply to all Mixed Weight Postings:
  - (a) you shall ensure that each Mixed Weight Posting on any day shall comprise not less than 4000 Mailing Items per service qualifying as Mixed Weight under this Schedule;
  - (b) each Container that you use to hand over Mailing Items to us must only contain Mixed Weight Mailing Items. You must not mix Mailing Items of different Formats in a Container;
  - (c) you must present Mixed Weight Postings separately from non-Mixed Weight Postings when you hand over Mailing Items to us at our Inward Mail Centres, in the same way as separate discrete Postings are presented. If a York Schedule applies to your Contract, the Mixed Weight Postings must be clearly identified by indicating "Mixed Weight" on the York Card. Otherwise the Mixed Weight Posting must be unloaded by your driver into separate Yorks that clearly identify them as "Mixed Weight";
  - (d) each Mixed Weight Container must be labelled as set out in the User Guide; and
  - (e) the unique Container ID on the Container label must contain no more than 12 characters in line with the section on Mixed Weight Postings in the User Guide.

## **7 Failure to meet the specifications**

- 7.1 If you hand over a Mixed Weight Posting and we establish to our reasonable satisfaction that you have not complied with all or any of your obligations under this Schedule or that that Mixed Weight Posting does not meet the Mixed Weight specification, we may either:
  - (a) reject the Mixed Weight Posting;

- (b) allow you to hand over the Mixed Weight Posting subject to the actions we may take under paragraph 5 of Schedule 2 of the Contract; or
- (c) suspend or terminate your right to hand over Containers of Mixed Weight Mailing Items under this Schedule immediately on giving written notice to you.

**[Note: Consolidated with similar provisions for other Services and moved to Clause 3.8 of the General Access Terms and Conditions in the Updated ALC]**

## **8 Documentation**

- 8.1 Where all of the individual Mailing Item weights, of a single format, in a Container are Mixed Weight then you must declare on the Manifest the total number of Mailing Items by weight band and if applicable by Zone as set out in the User Guide.
- 8.2 Where the Mailing Item weights in a Container fall within a single weight band then this must be stated on the Manifest, and will be priced accordingly.
- 8.3 If you have a Contract that permits you to post under a National and the Zonal Price Plans, you must upload your data for Mixed Weight Postings under each separate Price Plan to a discrete Mixed Weight Manifest relevant to each Price Plan in line with the section on Mixed Weight Postings in the User Guide.

## **9 Pricing**

- 9.1 Each Mixed Weight Container will be priced according to the number of Mailing Items within each weight band for each format.
- 9.2 Prices for Mailing Items by weight band for each Service are detailed on the pricing page of the Website, as amended from time to time in line with clause 13 of the General Terms and Conditions.
- 9.3 You shall calculate the Postage for the Mixed Weight Mailing Items in line with this Schedule and the User Guide, as amended from time to time.

**[Note: moved to the User Guide and Website]**

## **10 Change and termination**

- 10.1 Regardless of any other term of this Contract, we may change or withdraw the Mixed Weight service on four months' written notice in which event this Schedule 8 will terminate at the expiry of that four month period.

**[Note: please refer to the Summary Table and Schedule 5, Part 1, paragraph 4 in the Updated ALC]**

- 10.2 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 and asked to take steps to remedy the breach.
- 10.3 Regardless of any other term of this Contract, we may terminate the terms of this Schedule on written notice with immediate effect if:
  - (a) you fail to pay any Postage, Surcharges, Profile Surcharges or other charges due under this Contract as they fall due; or
  - (b) an Insolvency Event occurs.
- 10.4 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. **[Note: consolidated in Clause 13 of the General Access Terms and Conditions in the Updated ALC]**

## Schedule 9

### Tray Decanting

#### **[Moved to Schedule 5 (Operational Presentation Facilities) Part 2 in the Updated ALC]**

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 we agree to change the terms of section 6.5 of the User Guide (which states that Mailing Items destined for the Channel Islands must not be presented in trays) and sets out the terms on which we agree to process Mailing Items for the Channel Islands where those Mailing Items are presented to an Inward Mail Centre in trays.

**[Note: text has been simplified]**

#### **2 Definitions and interpretation**

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.

#### **3 Commencement and duration**

3.1 The terms of this Schedule shall take effect from the Access Start Date, or such other date that is agreed between you and us.

3.2 The terms of this Schedule shall continue to have effect until the date it is terminated under this Contract or paragraph 6 of this Schedule.

**[Note: consolidated in Clauses 1 and 7 of the General Access Terms and Conditions in the Updated ALC]**

#### **4 Your and our obligations**

4.1 If you comply with your obligations under this Contract including the User Guide and this Schedule, we will process the Mailing Items that you present in line with paragraph 5 of this Schedule.

4.2 You and we agree that:

(a) the terms of the User Guide stating that Mailing Items destined for the Channel Islands must not be presented in trays shall not apply to the extent that those terms conflict with the terms of this Schedule; and

(b) all other terms of the Contract including the User Guide shall remain unchanged and shall apply alongside this Schedule.

#### **5 Tray decanting specification**

5.1 Regardless of any other term of this Contract, you may present your Mailing Items that are destined for the Channel Islands in trays as long as you meet all of the other requirements set out in the Contract.

5.2 You shall pay us for decanting the Mailing Items from trays into bags at the designated Inward Mail Centre in respect of Mailing Items destined for the Channel Islands. The charges for this service are as displayed on the pricing page of the Website, under "other charges", as amended from time to time in line with Clause 13 of the General Access Terms and Conditions



5.3 Regardless of any other term of this Contract, we may change these charges annually on four weeks' written notice.

## 6 Termination

6.1 Regardless of any other term of this Contract, either of us may terminate the terms of this Schedule by giving the other Party not less than 30 days' written notice.

6.2 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 and asked to take steps to remedy the breach.

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

(a) you fail to pay any Postage, Surcharges, Profile Surcharges or other charges due under this Contract as they fall due; or

(b) an Insolvency Event occurs.

6.4 Upon termination of the terms of this Schedule, all of the other terms of the Contract (including the User Guide) that had been changed by this Schedule shall be reinstated and shall have full force and effect.

6.5 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. **[Note: consolidated in Clause 7 of the General Access Terms and Conditions in the Updated ALC]**

## Schedule 10

### Tray Loan

#### **[Moved to Schedule 6 (Container Options) Part 1 of the Updated ALC]**

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): **[Note: text simplification]**

#### **1 Background**

You may use trays to hand over Mailing Items to our Inward Mail Centres. You have asked us to lend you Trays for this purpose. This Schedule sets out the terms on which you and we agree that we shall lend you those Trays.

#### **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. **[Note: text simplification]**

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

**Associate** means in relation to either Party (i) any Affiliate of that Party or (ii) an agent (including a franchisee or owner-driver) of that Party engaged by that Party to fulfil its obligations under the Contract

**Excess Trays** has the meaning set out in paragraph 5.7 of this Schedule **[Note: introduction of a new defined term "Excess Containers" and this defined term shall be construed accordingly when "Excess Containers" is used]** and

**Trays** means trays that we own and lend to you in line with the terms of this Schedule, including any Excess Trays

#### **3 Commencement and duration**

3.1 The terms of this Schedule shall take effect from the Access Start Date, or such other date that is agreed between you and us.

3.2 The terms of this Schedule shall continue to have effect until the date it is terminated under this Contract or paragraph 7 of this Schedule.

**[Note: consolidated in Clauses 1 and 7 of the General Access Terms and Conditions in the Updated ALC]**

#### **4 Your obligations**

4.1 If you comply with your obligations under this Contract including the User Guide and this Schedule, we will supply you with Trays from time to time by way of loan.

4.2 You have borrowed **[insert number]** Trays from us to hand over Mailing Items in line with the Contract.

4.3 Each time you hand over Mailing Items in a Tray at our Inward Mail Centres in line with the Contract, we will lend you one empty Tray for each Tray you present.

4.4 When transporting, loading and unloading the Trays, you must only use vehicles that meet our reasonable requirements regarding:

- (a) health and safety of personnel; and

(b) care of the Trays.

We shall notify you of these requirements from time to time.

4.5 After you collect Trays from us, you shall distribute them to your premises.

**[Note: text below consolidated in Schedule 6, General Section in the Updated ALC – to cover all Container Options]**

4.6 You:

(a) shall use the Trays to transport Mailing Items between:

- (i) your or your Associates' premises and your customers' premises or those of their agents or sub-contractors; and
- (ii) between any premises referred to in paragraph 4.6.1(a) and our Inward Mail Centres; and

(b) may move empty Trays between your premises and those referred to in paragraph 4.6.1(a) to meet your reasonable operational requirements

to fulfil your obligations under the Contract. You shall ensure that Trays are not used to transport Mailing Items between any other premises or for any other purpose (including in respect of our other postal services).

4.7 You shall not:

- (a) create or allow the creation of any lien or charge over the Trays; or
- (b) sell, hire, lend, charge or otherwise dispose of or allow any third party to use or take possession of the Trays without our prior written consent.

4.8 Subject to paragraph 4.6, you shall not allow any Trays to be used for mail that is to be collected, conveyed or delivered by any third party.

4.9 We may recover any Trays that are in a third party's possession in breach of this Contract or this Schedule.

4.10 You shall keep the Trays in good condition (fair wear and tear excepted). You shall immediately report any damage to the Trays to us.

4.11 You shall not remove any labels or markings that we or the manufacturers put on the Trays. You shall not allow any other labels or markings to be put on the Trays without our prior written consent.

4.12 Without prejudice to paragraph 6 of this Schedule, you shall keep the Trays in a secure place at all times when they are not being used for the purposes set out in paragraph 4.6.

4.13 If you do not have enough Trays, you must bring Mailing Items to our Inward Mail Centres in Royal Mail bags. You may not use any containers other than those permitted under your Contract to deliver mail to our Inward Mail Centres.

4.14 If we introduce new designs of Trays, you shall accept these Trays that we provide.

4.15 You shall ensure that the Trays are not misused. You shall ensure that you do not in any way damage our reputation in using the Trays.

## 5 Records

5.1 Each time you collect Trays under paragraph 4.3, you shall sign our waybill to acknowledge that you have received the number of Trays stated in the Manifest. We will give you a copy of the

waybill. You shall tell us at the time if there is any error on the waybill or are any defects in the Trays. If we agree with you, we will give you additional or replacement Trays as needed.

5.2 Regardless of paragraph 5.1, you shall notify us if:

- (a) the number of Trays you receive in line with paragraph 4.3 is different from the number of Trays stated on the waybill or as agreed in line with paragraph 5.1. This notice shall be given within 12 hours of you signing the relevant waybill; and
- (b) there are defects in any Trays you receive in line with paragraph 4.3 which you have not caused. This notice shall be given within 24 hours of you signing the relevant waybill.

5.3 Except where there is a genuine dispute, we shall change our record of the number of Trays that you have to take into account your notice under paragraph 5.2.1.

5.4 If you have notified us that there are defects in any Trays in line with paragraph 5.2.2 of this Schedule, you shall return these Trays to the Inward Mail Centres that you collected them from when you next hand over mail under the Contract. We shall then change our record of the number of Trays that you have unless we dispute in good faith that those Trays are defective.

5.5 If you do not give a notice under paragraph 5.2:

- (a) you shall be deemed to have received the quantity of Trays stated on the waybill or as otherwise agreed in line with paragraph 5.1; and
- (b) any defects in the Trays shall be deemed to have occurred after you received them.

5.6 If in our reasonable opinion you may be in breach of your obligations under this Schedule, including in relation to paragraphs 4.6 to 4.12 (inclusive) and 4.15, we shall notify you. You shall let us, and any person we authorise, have access to your premises and relevant records and to the premises of any of your Associates at any time during normal working hours to check, amongst other things, the amount and condition of the Trays. If you cannot produce or account for the Trays in the correct amounts on that inspection, they shall be considered to have been lost while in your possession (unless our records indicate otherwise).

5.7 Within seven days of our request, you shall at your own expense give us an audit of all Trays. If in our reasonable opinion you have an excessive number of trays (**Excess Trays**) in relation to the number of Trays loaned to hand over Mailing Items, we may require you to return the Excess Trays within two Working Days.

5.8 If you dispute in good faith our opinion under paragraph 5.7, the disputes procedure at clause 12 of the General Access Terms and Conditions shall apply.

5.9 If we require you to return the Excess Trays under paragraph 5.7, you shall return the Excess Trays to our site that we specify. If you do not, we may terminate the terms of this Schedule in line with paragraph 7.2.

5.10 If we want to change our tracking systems across our business for Trays, you shall:

- (a) comply with those changes; and
- (b) install or obtain the necessary systems and equipment and make any necessary adjustments to your premises at your own expense within our reasonable notice period.

## 6 Loss and damage

6.1 We may recover our reasonable costs incurred in relation to all Trays that are lost, stolen, damaged or destroyed while in your custody, control or possession or that of your Associates, customers or agents, or sub-contractors of your customers, howsoever such loss, damage or destruction was caused. However, this shall not apply where that loss, damage or destruction

was caused by our negligence or wilful act or that of our servants or agents. Your total liability under this paragraph shall not exceed £50,000 in each Contract Year.

- 6.2 You shall maintain insurance for your potential liability under this Schedule in an appropriate amount with a reputable insurer at your own expense. You shall give us evidence of this insurance on our request.

## 7 Termination

- 7.1 Regardless of any other term of this Contract, either of us may terminate the terms of this Schedule by giving the other Party not less than 90 days' written notice.

**[Note: consolidated in other similar provisions - see Schedule 6, General Section, paragraph 7 in the Updated ALC]**

- 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 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:

- (a) you fail to pay any Postage, Surcharges, Profile Surcharges or other charges due under this Contract as they fall due; or
- (b) an Insolvency Event occurs.

- 7.4 On termination of the terms of the Contract or this Schedule and without prejudice to any other rights we may have, you shall:

- (a) immediately return all Trays to our sites that we specify; or
- (b) (at our request) make the Trays available for our collection on a date and at a time convenient to us. You shall allow us access to your premises for that purpose.

The terms of paragraph 6 shall continue to apply despite termination of the terms of this Schedule in relation to any loss, damage or destruction which is not discovered until after termination. **[Note: consolidated in clause 8 of the General Access Terms and Conditions in the Updated ALC]**

- 7.5 If you do not return the Trays or make the Trays available for collection in line with paragraph 7.4 for any reason, we may recover our reasonable costs incurred.

- 7.6 Without affecting your other obligations under the Contract or this Schedule, if a receiver, manager, liquidator, administrator or administrative receiver is appointed for you, you shall immediately tell them that the Trays are our property and are not part of your assets or undertaking.

- 7.7 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.

**[Note: consolidated in clause 8 of the General Access Terms and Conditions in the Updated ALC]**

## 8 Ownership

The Trays shall remain our property at all times.

## 9 Health and safety

9.1 In addition to your obligations under clause 5 of the General Access Terms and Conditions, you must ensure that your custody, use, management and transportation of the Trays complies with all applicable health and safety legislation. You shall also ensure that when you visit any of our premises, you shall comply with:

- (a) our health and safety requirements, as set out in our health and safety policies;
- (b) our reasonable requests relating to health and safety; and

**[Note: consolidated in clause 4.1 of the General Access Terms and Conditions in the Updated ALC]**

(c) the requirements of the User Guide on health and safety in force from time to time regarding the Trays.

9.2 You shall ensure that you do not load:

- (a) any Tray in excess of 10kg; or
- (b) Trays into Yorks at our Inward Mail Centres in excess of the weight limits for these containers as set out in the User Guide

or such other maximum weight limits that we may specify from time to time.

9.3 We may refuse hand over of or refuse to handle any Trays weighing more than the maximum loaded weights.

## 10 Indemnity

10.1 You shall indemnify us against any liabilities, costs, proceedings or expenses (including reasonable legal expenses) suffered or reasonably incurred by us (or our employees, agents and contractors) arising from your custody, use or management of the Trays (except where this arises due to our negligent act or omission).

10.2 The indemnity at paragraph 10.1 shall include but is not limited to any liabilities, costs, proceedings or expenses (including reasonable legal expenses) suffered or reasonably incurred by us (or our employees, agents and contractors) arising from any negligent or wrongful act or omission or any breach of statutory duty by you, your Associates, customers or agents, or sub-contractors of your customers, in the custody, use or management of the Trays or any breach by you of your obligations under this Schedule or this Contract.

10.3 Except for your liability for death or personal injury or breach of paragraph 12 (in which case your liability shall be unlimited), your total liability under this indemnity shall not exceed £50,000 in each Contract Year.

**[Note: consolidated in Schedule 6, General Section in the Updated ALC to cover all Container Options]**

## 11 Warranties

All terms, conditions and warranties implied by statute or at law with regard to the Trays are hereby excluded.

**[Note: consolidated in Schedule 6, General Section in the Updated ALC to cover all Container Options]**

## 12 Intellectual Property Rights

**[Note: consolidated in clause 15 of the General Access Terms and Condition in the Updated ALC]**

- 12.1 You acknowledge our ownership and proprietary rights in the Intellectual Property Rights in the Trays and agree and acknowledge that you shall not:
- (a) obtain any rights in the Intellectual Property Rights of the Trays, except as expressly granted under this Schedule; or
  - (b) register or attempt to register any of the Intellectual Property Rights in the Trays in any jurisdiction.

## Schedule 11

### York exchange

**[Moved to Schedule 6 (Container Options) Part 2 in the Updated ALC. These provisions have been consolidated in the equivalent provisions from the ALPS Exchange schedule]**

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): **[Note: text simplification]**

#### 1 Background

- 1.1 You own the Customer Yorks and use the Customer Yorks to hand over Mailing Items to us under this Contract. To facilitate operational procedures, you have asked us to provide Royal Mail Yorks to you on the basis of a one-for-one swap for your Customer Yorks and we have agreed to lend you Royal Mail Yorks for that purpose on the terms of this Schedule.
- 1.2 You may use Yorks to hand over Mailing Items in bags or trays to our Inward Mail Centres. You have asked us to lend you Royal Mail Yorks for this purpose.

#### 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. **[Note: text simplification]**
- 2.2 In addition, the words and phrases used specifically in this Schedule are defined in the table below:

**Associate** means in relation to either Party (i) any Affiliate of that Party or (ii) an agent (including a franchisee or owner-driver) of that Party engaged by that Party to fulfil its obligations under the Contract

**Customer Yorks** means York containers purchased by you from time to time in line with paragraph 4.2 or 4.3 of this Schedule

**Excess Yorks** has the meaning set out in paragraph 5.6 of this Schedule **[Note: introduction of a new defined term "Excess Containers" and this defined term shall be construed accordingly when "Excess Containers" is used]** and

**Royal Mail Yorks** means Royal Mail Yorks that we own and lend to you in line with the terms of this Schedule, including any Excess Yorks

#### 3 Commencement and duration

- 3.1 The terms of this Schedule shall take effect from the Access Start Date, or such other date that is agreed between you and us.
- 3.2 The terms of this Schedule shall continue to have effect until the date it is terminated under this Contract or paragraph 9 of this Schedule.

#### 4 Your obligations

- 4.1 If you comply with your obligations under this Contract including the User Guide and this Schedule, we will supply you with Royal Mail Yorks from time to time by way of loan.
- 4.2 You have purchased **[insert number]** York containers directly through our preferred supplier (currently Hartwells) (**Customer Yorks**). You may purchase additional Yorks in the same way.
- 4.3 You shall replace your Customer Yorks by purchasing new Yorks from a supplier approved by us within ten years of the date on which you purchased those Customer Yorks.



- 4.4 You shall notify us in writing of the total number of Customer Yorks that you have from time to time and in any event within seven Working Days of you:
- (a) purchasing any additional Customer Yorks which results in you having more Customer Yorks than you have told us about under paragraph 4.2; or
  - (b) replacing any of your Customer Yorks under paragraph 4.3.

4.5 Each time you hand over Mailing Items in a Customer York at our Inward Mail Centres in line with the Contract, we will lend you one empty Royal Mail York for each Customer York you present.

4.6 When transporting, loading and unloading the Royal Mail Yorks, you must only use vehicles that meet our reasonable requirements regarding:

- (a) health and safety of personnel; and
- (b) care of the Royal Mail Yorks.

We shall notify you of these requirements from time to time.

4.7 After you collect Royal Mail Yorks from us, you shall distribute them to your premises.

4.8 You:

- (a) shall use the Royal Mail Yorks to transport Mailing Items in bags or trays or to transport empty mail bags or trays between:
- (b) your or your Associates' premises and your customers' premises or those of their agents or sub-contractors; and
- (c) between any premises referred to in paragraph 4.8.1(a) and our Inward Mail Centres; and
- (d) may move empty Royal Mail Yorks between your premises and those referred to in paragraph 4.8(a)(i) to meet your reasonable operational requirements

to fulfil your obligations under the Contract. You shall ensure that Royal Mail Yorks are not used to transport Mailing Items between any other premises or for any other purpose (including in respect of our other postal services).

4.9 You shall not:

- (a) create or allow the creation of any lien or charge over the Royal Mail Yorks; or
- (b) sell, hire, lend, charge or otherwise dispose of or allow any third party to use or take possession of the Royal Mail Yorks without our prior written consent.

4.10 Subject to paragraph 4.8, you shall not allow any Royal Mail Yorks to be used for mail that is to be collected, conveyed or delivered by any third party.

4.11 We may recover any Royal Mail Yorks that are in a third party's possession in breach of this Contract or this Schedule.

4.12 You shall keep the Royal Mail Yorks in good condition (fair wear and tear excepted). You shall immediately report any damage to the Royal Mail Yorks to us.

4.13 You shall not remove any labels or markings that we or the manufacturers put on the Royal Mail Yorks. You shall not allow any other labels or markings to be put on the Royal Mail Yorks without our prior written consent.

- 4.14 Without prejudice to paragraph 6 of this Schedule, you shall keep the Royal Mail Yorks in a secure place at all times when they are not being used for the purposes set out in paragraph 4.8.
- 4.15 If you do not have enough Royal Mail Yorks, you may bring Mailing Items in bags or trays to our Inward Mail Centres in your own containers, including Customer Yorks, as long as if you carry mail in containers which are not Customer Yorks you transfer the mail into Royal Mail Yorks at the loading dock at our Inward Mail Centres before hand over to us. You may not use any containers other than Royal Mail Yorks or Customer Yorks to deliver mail to our Inward Mail Centres.
- 4.16 If we introduce new designs of Royal Mail Yorks, you shall accept the Royal Mail Yorks that we provide you with whether or not they are of that new design.
- 4.17 You shall ensure that the Royal Mail Yorks are not misused. You shall ensure that you do not in any way damage our reputation in using the Royal Mail Yorks.
- 4.18 Without prejudice to any other term of your Contract, if we ask you to do so you shall promptly return at your own expense any Excess Yorks we have lent you.

**[Note: text below consolidated in Schedule 6, General Section in the Updated ALC – to cover all Container Options]**

## **5 Records**

- 5.1 Each time you collect Royal Mail Yorks under paragraph 4.5, you shall sign our waybill to acknowledge that you have received the number of Royal Mail Yorks stated in the Manifest. We will give you a copy of the waybill. You shall tell us at the time if there is any error on the waybill and subject to our agreement we shall correct the error at the time of collection. You shall be deemed to have received the quantity of Royal Mail Yorks stated on the waybill or, if a correction has been agreed by us, the corrected waybill.
- 5.2 Each time you collect Royal Mail Yorks in line with paragraph 4.5, you shall notify us if at the time of collection or within 12 hours of signing the waybill there are any defects in any Royal Mail York you receive.
- 5.3 If you have notified us that there are defects in any Royal Mail Yorks in line with paragraph 5.2, you shall return these Royal Mail Yorks to the Inward Mail Centres that you collected them from when you next hand over mail under the Contract. We shall then change our record of the number of Royal Mail Yorks that you have unless we dispute in good faith that those Royal Mail Yorks are defective.
- 5.4 If you do not give a notice under paragraph 5.2, any defects in the Royal Mail Yorks shall be deemed to have occurred after you received them.
- 5.5 You shall let us, and any person we authorise, have access to your premises and relevant records and to the premises of any of your Associates at any time during normal working hours to check the amount and condition of the Royal Mail Yorks. If you cannot produce or account for the Royal Mail Yorks in the correct amounts on that inspection, they shall be considered to have been lost while in your possession (unless our records indicate otherwise).
- 5.6 Within seven days of our request, you shall at your own expense give us an audit of all Royal Mail Yorks. If in our reasonable opinion you have an excessive number of Royal Mail Yorks (**Excess Yorks**) in relation to the number of Customer Yorks you have purchased and notified to us in line with paragraph 4.4, we may require you to return the Excess Yorks within two Working Days.
- 5.7 Without prejudice to any other rights we may have under the Contract, if you fail to permit inspections or fail to produce all Royal Mail Yorks supplied to you under the Contract for inspection in line with paragraph 5.5 or fail to produce an audit in line with paragraph 5.6, we may require the return of all Excess Yorks within two Working Days.

- 5.8 If you in good faith dispute our opinion under paragraph 5.6, the disputes procedure at clause 12 of the General Access Terms and Conditions shall apply.
- 5.9 If we require you to return the Excess Yorks under paragraph 5.6 or 5.7, you shall return the Excess Yorks to our site that we specify. If you do not, we may terminate the terms of this Schedule in line with paragraph 9.2.
- 5.10 If we want to change our tracking systems across our business for Royal Mail Yorks, you shall:
- (a) comply with those changes; and
  - (b) install or obtain the necessary systems and equipment and make any necessary adjustments to your premises at your own expense within our reasonable notice period.

## 6 Loss and damage

- 6.1 We may recover our reasonable costs incurred in relation to all Royal Mail Yorks that are lost, stolen, damaged or destroyed while in your custody, control or possession or that of your Associates, customers or agents, or sub-contractors of your customers, howsoever such loss, damage or destruction was caused. However, this shall not apply where that loss, damage or destruction was caused by our negligence or wilful act or that of our servants or agents.
- 6.2 You shall maintain insurance for your potential liability under this Schedule in an appropriate amount with a reputable insurer at your own expense. You shall give us evidence of this insurance on our request.

**[Note: text below consolidated and moved to Schedule 6, Part 2, paragraph 4 in the Updated ALC]**

## 7 Maintenance

- 7.1 We will maintain your Customer Yorks at a charge to you per York container during each Contract Year. These charges are displayed on the Website, as amended from time to time in line with clause 13 of the General Access Terms and Conditions.
- 7.2 We will invoice you on each anniversary of your Access Start Date, or such other date as agreed between us at the start date of your use of Yorks in respect of the maintenance charges calculated in line with paragraph 7.1 and you shall pay those maintenance charges within 30 days of the date of the invoice.
- 7.3 If we purchase your Customer Yorks part way through a Contract Year in line with paragraph 8, we will invoice you for the maintenance of the Customer Yorks on a pro rata basis.
- 7.4 In the absence of any increase in the maintenance charge in line with paragraph 7.5, we will review maintenance charges annually and any increase in the maintenance charge (**Maintenance Charge Review**) shall take effect on the anniversary of your Access Start Date, or such other date as agreed between us as the start date of your use of Yorks, immediately following the previous Maintenance Charge Review. The charges for maintaining Customer Yorks, as determined during the Maintenance Charge Review will increase by the change in percentage points between the average levels of the Retail Price Index published or determined with respect to each of the six months up to and including September in the appropriate year preceding that anniversary and the average of those levels with respect to each of the six months up to and including September in the preceding year.
- 7.5 If the costs in maintaining your Customer Yorks have increased materially during the term of the Contract, we may increase the charges for maintenance on giving you at least 90 days' written notice of a change to the maintenance charges. The notice will include reasonable evidence of such material increase in costs. The change to costs will take effect on the next anniversary of the Access Start Date or such other date as agreed between us.
- 7.6 The maintenance charges are expressed as exclusive of VAT. You shall pay any VAT payable on such charges.

- 7.7 Without prejudice to any other right or remedy available, if you fail to pay the maintenance charges in line with paragraph 7.2, we shall be entitled to:
- (a) serve seven days' notice on you to suspend immediately the performance or further performance of our obligations under this Schedule without liability to you once the notice has expired; and
  - (b) charge daily interest on all amounts not paid until payment is received in full at an annual rate equal to 4 per cent above the Bank of England base rate as current from time to time.

## 8 Option to Purchase

8.1 If you are considering:

- (a) reducing the number of Customer Yorks required for your operations; or
- (b) ceasing posting under the Contract

you will first notify us of your desire to sell the Customer Yorks.

8.2 We shall notify you in writing within 30 days of the notice received in line with paragraph 8.1 whether we wish to purchase the Customer Yorks.

8.3 If we decide to purchase the Customer Yorks we will pay you the then current book value of the Customer Yorks. This will represent the initial purchase price depreciated by 12.5 per cent on each anniversary of the date on which the Customer Yorks were purchased. If we purchase the Customer Yorks part way through the year the depreciation will be worked out on a pro rata basis.

8.4 If we decline in writing to purchase the Customer Yorks, you may deal with the Customer Yorks in your absolute discretion.

## 9 Termination

**[Note: text below consolidated in Schedule 6, General Section in the Updated ALC – to cover all Container Options]**

9.1 Regardless of any other term of this Contract, either of us may terminate the terms of this Schedule by giving the other Party not less than 30 days' written notice.

9.2 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 and asked to take steps to remedy the breach.

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

- (a) you fail to pay any Postage, Surcharges, Profile Surcharges or other charges due under this Contract as they fall due; or
- (b) an Insolvency Event occurs.

9.4 On termination of the terms of the Contract or this Schedule and without prejudice to any other rights we may have, you shall:

- (a) immediately return all Royal Mail Yorks to our sites that we specify; or
- (b) (at our request) make the Royal Mail Yorks available for our collection on a date and at a time convenient to us. You shall allow us access to your premises for that purpose.

The terms of paragraph 6 shall continue to apply despite termination of the terms of this Schedule in relation to any loss, damage or destruction which is not discovered until after termination.

9.5 If you do not return the Royal Mail Yorks or make the Royal Mail Yorks available for collection in line with paragraph 9.4 for any reason, we may recover our reasonable costs incurred.

9.6 Without affecting your other obligations under the Contract or this Schedule, if a receiver, manager, liquidator, administrator or administrative receiver is appointed for you, you shall immediately tell them that the Royal Mail Yorks are our property and are not part of your assets or undertaking.

9.7 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. **[Note: merged with Clause 8 of the General Access Terms and Conditions in the Updated ALC]**

## 10 Ownership

The Royal Mail Yorks shall remain our property at all times.

## 11 Health and safety

11.1 In addition to your obligations under clause 5 of the General Access Terms and Conditions, you must ensure that your custody, use, management and transportation of the Royal Mail Yorks complies with all applicable health and safety legislation. You shall also ensure that when you visit any of our premises, you shall comply with: **[Note: consolidated in Clause 4 of the General Access Terms and Conditions in the Updated ALC]**

(a) our health and safety requirements, as set out in our health and safety policies;

(b) our reasonable requests relating to health and safety; and

(c) the requirements of the User Guide on health and safety in force from time to time

regarding the Royal Mail Yorks.

11.2 You shall ensure that you do not load any York in excess of 250kg or such other maximum weight limits that we may specify from time to time.

11.3 We may refuse hand over of or refuse to handle any York weighing more than the maximum loaded weights.

**[Note: text below consolidated in Schedule 6, General Section in the Updated ALC]**

## 12 Indemnity

12.1 You shall indemnify us against any liabilities, costs, proceedings or expenses (including reasonable legal expenses) suffered or reasonably incurred by us (or our employees, agents and contractors) arising from your custody, use or management of the Royal Mail Yorks (except where this arises due to our negligent act or omission).

12.2 The indemnity at paragraph 12.1 shall include but is not limited to any liabilities, costs, proceedings or expenses (including reasonable legal expenses) suffered or reasonably incurred by us (or our employees, agents and contractors) arising from any negligent or wrongful act or omission or any breach of statutory duty by you, your Associates, customers or agents, or sub-contractors of your customers in the custody, use or management of the Royal Mail Yorks or any breach by you of your obligations under this Schedule or this Contract.

### 13 Warranties

All terms, conditions and warranties implied by statute or at law with regard to the Royal Mail Yorks are hereby excluded.

### 14 Intellectual Property Rights

14.1 You acknowledge our ownership and proprietary rights in the Intellectual Property Rights in the Royal Mail Yorks and agree and acknowledge that you shall not:

- (a) obtain any rights in the Intellectual Property Rights of the Royal Mail Yorks, except as expressly granted under this Schedule; or
- (b) register or attempt to register any of the Intellectual Property Rights in the Royal Mail Yorks in any jurisdiction. **[Note: consolidated in Clause 15 of the General Access Terms and Conditions in the Updated ALC]**

Schedule 12

[SCHEDULE DISCONTINUED]

## Schedule 13

### York Hire

#### **[Moved to Schedule 6 (Container Options) Part 3 in the Updated ALC]**

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): **[Note: text simplification]**

#### **1 Background**

You may use Yorks to hand over Mailing Items to our Inward Mail Centres. You have asked to hire Royal Mail Yorks from us for this purpose. This Schedule sets out the terms on which you and we agree that you may hire those Royal Mail Yorks from us.

#### **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, the words and phrases used specifically in this Schedule are defined in the table below:

**Associate** means in relation to either Party (i) any Affiliate of that Party or (ii) an agent (including a franchisee or owner-driver) of that Party engaged by that Party to fulfil its obligations under the Contract

**Excess Yorks** has the meaning set out in paragraph 6.6 of this Schedule and **[Note: introduction of a new defined term "Excess Containers" and this defined term shall be construed accordingly when "Excess Containers" is used]**

**Royal Mail Yorks** means Yorks that we own and hire to you in line with the terms of this Schedule, including any Excess Yorks **[Note: definition now refers to Yorks that RMG "own, lend and/or are willing to lease"]**

#### **3 Commencement and duration**

3.1 The terms of this Schedule shall take effect from the Access Start Date, or such other date that is agreed between you and us.

3.2 The terms of this Schedule shall continue to have effect until the date it is terminated under this Contract or paragraph 9 of this Schedule.

**[Note: consolidated in Clause 1 of the General Access Terms and Conditions and Schedule 6, General Section, paragraph 7 in the Updated ALC]**

#### **4 Application process**

4.1 If you comply with your obligations under this Contract including the User Guide and this Schedule, we will hire Royal Mail Yorks to you from time to time.

4.2 To hire Royal Mail Yorks from us you must complete the York Hire Application Form on each occasion that you wish to hire Royal Mail Yorks. The York Hire Application Form, which is attached as an Annex to this Schedule, tells you what information to provide and tells you where to send the York Hire Application Form.

4.3 Subject to paragraph 4.4 below, we will use reasonable efforts to:



- (a) respond to your application within two Working Days (excluding Saturdays) starting from the first Working Day after the day on which we receive your completed York Hire Application Form; and
- (b) make Royal Mail Yorks available for collection for you from one or more of our sites (as designated by us and not necessarily being our Inward Mail Centres) within seven Working Days (excluding Saturdays) starting on the first Working Day after the day on which we receive your completed York Hire Application Form.

4.4 We may decline your application to hire Royal Mail Yorks if:

- (a) we do not have Royal Mail Yorks available to meet your requirements as set out in your completed York Hire Application Form;
- (b) you have been in breach of any of your obligations under this Contract; or
- (c) you do not comply with paragraph 6.1 of this Schedule.

## 5 Your obligations

5.1 You shall collect and return the Royal Mail Yorks at your own expense.

5.2 When transporting, loading and unloading the Royal Mail Yorks, you must only use vehicles that meet our reasonable requirements regarding:

- (a) health and safety of personnel; and
- (b) care of the Royal Mail Yorks.

We shall notify you of these requirements from time to time.

5.3 After you collect Royal Mail Yorks from us, you shall distribute them to your premises.

**[Note: consolidated and moved to Schedule 6, General Section in the Updated ALC]**

5.4 You:

- (a) shall only use the Royal Mail Yorks in your mail business for the purpose of transporting mail from:
  - (i) your or your Associates' premises and your customers' premises or those of their agents or sub-contractors; and
  - (ii) between any premises referred to in paragraph 5.4.1(a) and our Inward Mail Centres;
- (b) may move empty Royal Mail Yorks between your premises and those referred to in paragraph 5.4.1(a) to meet your reasonable operational requirements

to fulfil your obligations under the Contract. You shall ensure that the Royal Mail Yorks are not used to transport mail between any other premises or for any other purpose (including in respect of our other postal services).

5.5 You shall not:

- (a) create or allow the creation of any lien or charge over the Royal Mail Yorks; or
- (b) sell, hire, lend, charge or otherwise dispose of or allow any third party to use or take possession of the Royal Mail Yorks without our prior written consent.

5.6 Subject to paragraph 5.4, you shall not allow any Royal Mail York to be used for mail that is to be collected, conveyed or delivered by any third party.

- 5.7 We may recover any Royal Mail Yorks that are in a third party's possession in breach of this Schedule.
- 5.8 You shall keep the Royal Mail Yorks in good condition (fair wear and tear excepted). You shall immediately report any damage to the Royal Mail Yorks to us.
- 5.9 You shall not remove any labels or markings that we or the manufacturers put on the Royal Mail Yorks. You shall not allow any other labels or markings to be put on the Royal Mail Yorks without our prior written consent.
- 5.10 Without prejudice to paragraph 8 of this Schedule, you shall keep the Royal Mail Yorks in a secure place at all times when they are not being used for the purposes set out in paragraph 5.4 of this Schedule.
- 5.11 If we introduce new designs of Royal Mail Yorks, you shall accept the Royal Mail Yorks that we provide you with whether or not they are of that new design.
- 5.12 You shall ensure that the Royal Mail Yorks are not misused. You shall ensure that you do not in any way damage our reputation in using the Royal Mail Yorks.
- 5.13 Without prejudice to any other term of your Contract, if we ask you to do so you shall promptly return at your own expense any Excess Yorks we have lent you.

## **6 Records**

- 6.1 Each time you collect Royal Mail Yorks, you shall sign our waybill to acknowledge that you have received the number of Royal Mail Yorks stated in the Manifest. We will give you a copy of the waybill. Any error in the details shown on the waybill must be agreed with us and corrected at the time of collection.
- 6.2 You shall be treated as having received the quantity of Royal Mail Yorks as stated on the waybill, or as otherwise agreed in line with paragraph 6.1 of this Schedule.
- 6.3 When you collect the Royal Mail Yorks, you must check them and notify us of any defects. Any defects not notified within 12 hours of collection will be treated as having occurred after you collected the Royal Mail Yorks.
- 6.4 You shall let us, and any person we authorise, have access to your premises and relevant records and to the premises of any of your Associates at any time during normal working hours to check, amongst other things, the amount and condition of the Royal Mail Yorks. If you cannot produce or account for the Royal Mail Yorks in the correct amounts on that inspection, they shall be considered to have been lost while in your possession (unless our records indicate otherwise).
- 6.5 We may review the number of Royal Mail Yorks in your or your Associates' possession on a regular basis.
- 6.6 Within seven days of our request, you shall at your own expense give us an audit of all Royal Mail Yorks. If in our reasonable opinion you have an excessive number of Royal Mail Yorks (**Excess Yorks**) in relation to the number of Mailing Items you present to us, we may require you to return the Excess Yorks within two Working Days.
- 6.7 Without prejudice to any other rights we may have under the Contract, if you fail to permit inspections or fail to produce all Royal Mail Yorks supplied to you under this Contract for inspection in line with paragraph 6.4 or fail to produce an audit in line with paragraph 6.6 we may require the return of all Excess Yorks within two Working Days.
- 6.8 If we require you to return the Excess Yorks under paragraph 6.6 or 6.7, you shall return the Excess Yorks to our site that we specify. If you do not, we may terminate the terms of this Schedule in line with paragraph 9.2.
- 6.9 If we want to change our tracking systems across our business for Royal Mail Yorks, you shall:

- (a) comply with those changes; and
- (b) install or obtain the necessary systems and equipment and make any necessary adjustments to your premises at your own expense within our reasonable notice period.

## **7 Payment terms**

- 7.1 All hire charges and any other charges due under this Schedule are displayed on the Website, as amended from time to time in line with clause 13 of the General Access Terms and Conditions, and are expressed as exclusive of VAT. You will pay any VAT on any such charges due under this Schedule.
- 7.2 On a monthly basis we shall send to you by first class post the invoice showing the total charges due from you in respect of this Schedule during the previous month. You will pay all invoices in full within 30 days of the date of the invoice. An invoice is deemed to be received on the Working Day following the date of its posting by us.

**[Note: consolidated in Clause 11 of the General Access Terms and Conditions in the Updated ALC]**

## **8 Loss and damage**

- 8.1 We may recover our reasonable costs incurred in relation to all Royal Mail Yorks that are lost, stolen, damaged or destroyed while in your custody, control or possession or that of your Associates, customers or agents, or sub-contractors of your customers, however such loss, damage or destruction was caused. However, this shall not apply where that loss, damage or destruction was caused by our negligence or wilful act or that of our servants or agents.
- 8.2 You shall maintain insurance for your potential liability under this Schedule in an appropriate amount with a reputable insurer at your own expense. You shall give evidence of this insurance to us on our request.

## **9 Termination**

- 9.1 Regardless of any other term of this Contract, either of us may terminate the terms of this Schedule by giving the other Party not less than ten days' written notice.

**[Note: consolidated in Schedule 6, General Section in the Updated ALC]**

- 9.2 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 and asked to take steps to remedy the breach.

**[Note: consolidated in Clauses 7 and 8 and of the General Access Terms and Conditions in the Updated ALC]**

- 9.3 Regardless of any other term of this Contract, we may terminate the terms of this Schedule on written notice with immediate effect if:
- (a) you fail to pay any Postage, Surcharges, Profile Surcharges or other charges due under this Contract as they fall due; or
  - (b) an Insolvency Event occurs.
- 9.4 On termination of the terms of the Contract or this Schedule and without prejudice to any other rights we may have, you shall:
- (a) immediately return all Royal Mail Yorks to our sites that we specify; or

- (b) (at our request) make the Royal Mail Yorks available for our collection on a date and at a time convenient to us. You shall allow us access to your premises for that purpose.

The terms of paragraphs 7 and 8 of this Schedule shall continue to apply despite termination of the terms of this Schedule in relation to any loss damage or destruction which is not discovered until after termination.

- 9.5 If you do not return the Royal Mail Yorks or make the Royal Mail Yorks available for collection in line with this Schedule, for any reason, we may recover our reasonable costs incurred. We may also claim directly under your insurance policy.
- 9.6 Without affecting your other obligations under the Contract or this Schedule, if a receiver, manager, liquidator, administrator or administrative receiver is appointed for you, you shall immediately tell them that the Royal Mail Yorks are our property and are not part of your assets or undertaking.
- 9.7 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.

## 10 Ownership

The Royal Mail Yorks shall remain our property at all times.

## 11 Health and safety

- 11.1 In addition to your obligations under clause 5 of the General Access Terms and Conditions, you must ensure that your custody, use, management and transportation of the Royal Mail Yorks complies with all applicable health and safety legislation. You shall also ensure that when you visit any of our premises, you shall comply with: **[Note: consolidated in clause 4 of the General Access Terms and Conditions in the Updated ALC]**

- (a) our health and safety requirements, as set out in our health and safety policies;
- (b) our reasonable requests relating to health and safety; and
- (c) the requirements of the User Guide on health and safety in force from time to time regarding the Royal Mail Yorks.

- 11.2 You shall ensure that you do not load any Royal Mail Yorks in excess of 250 kg or such other maximum weight limits that we may specify from time to time.

- 11.3 We may refuse hand over of or refuse to handle any Royal Mail Yorks weighing more than the maximum loaded weights.

## 12 Indemnity

- 12.1 You shall indemnify us against any liabilities, costs, proceedings or expenses (including reasonable legal expenses) suffered or reasonably incurred by us (or our employees, agents and contractors) arising from your custody, use or management of the Royal Mail Yorks (except where this arises due to our negligent act or omission).
- 12.2 This indemnity at paragraph 12.1 shall include but is not limited to any liabilities, costs, proceedings or expenses (including reasonable legal expenses) suffered or reasonably incurred by us (or our employees, agents and contractors) arising from any negligent or wrongful act or omission or any breach of statutory duty by you, your Associates, customers or agents, or sub-contractors of your customers in the custody, use or management of the Royal Mail Yorks or any breach by you of your obligations under this Schedule or this Contract.

### 13 Warranties

All terms, conditions and warranties implied by statute or at law with regard to the Royal Mail Yorks are hereby excluded.

**[Note: text above consolidated in Schedule 6, General Section in the Updated ALC]**

### 14 Intellectual Property Rights

14.1 You acknowledge our ownership and proprietary rights in the Intellectual Property Rights in the Royal Mail Yorks and agree and acknowledge that you shall not:

- (a) obtain any rights in the Intellectual Property Rights in the Royal Mail Yorks, except as expressly granted under this Schedule; or
- (b) register or attempt to register any of the Intellectual Property Rights in the Royal Mail Yorks in any jurisdiction. **[Note: covered by the Clause 15 of the General Access Terms and Conditions in the Updated ALC]**

## The Appendix

### York Hire Application Form

You have entered into a York Hire Schedule as part of your Contract. This application form is to be completed by you each time that you wish to hire some Royal Mail Yorks from us. On completion, this application form can be sent by email to DSACC@royalmail.com.

<b>CUSTOMER NAME</b>	
<b>CUSTOMER ACCOUNT NO</b>	
<b>SPECIFY NUMBER OF ROYAL MAIL YORKS REQUIRED</b>	
<b>SPECIFY UK REGION WHERE YOU CAN COLLECT</b>	
<b>SPECIFY DURATION OF HIRE (I.E. NUMBER OF CALENDAR DAYS)</b>	
<b>YORK HIRE FEE</b>	The fee, as detailed on the pricing page of the Website, is per York per day (days are calendar days and are from date of collection and include date of return)
<b>TOTAL YORK HIRE CHARGES</b>	

**Customer Statement:** I acknowledge that any York that Royal Mail supplies to me under the terms of this Schedule 13 of the Contract remains the property and ownership of Royal Mail at all times. Where I accept and use Royal Mail Yorks, I understand and acknowledge that it is in line with the terms and conditions of the Contract including Schedule 13.

Name:

Signature:

Title:

Date:

DSACC will respond to your application form within 2 Working Days after the date of receipt of this form.

## Schedule 14

### ALPS Exchange

**[Moved to Schedule 6 (Container Options) Part 2 in the Updated ALC. These provisions have been consolidated in the equivalent provisions from the York Exchange schedule]**

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): **[Note: text simplification]**

#### 1 Background

1.1 You own the Customer ALPS and use the Customer ALPS to hand over Large Letter Mailing Items greater than 10mm thick to us under this Contract. To facilitate operational procedures, you have asked us to provide Royal Mail ALPS to you on the basis of a one-for-one swap for your Customer ALPS and we have agreed to lend you Royal Mail ALPS for that purpose on the terms of this Schedule.

1.2 We will only lend you Royal Mail ALPS if you have been supplied with Yorks under a York Exchange Schedule under this Contract and you only fit the Royal Mail ALPS into those Yorks.

#### 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. **[Note: text simplification]**

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

**Associate** means in relation to either Party (i) any Affiliate of that Party or (ii) an agent (including a franchisee or owner-driver) of that Party engaged by that Party to fulfil its obligations under the Contract

**Customer ALPS** means ALPS containers purchased by you from time to time in line with paragraph 4.2 or 4.3 of this Schedule

**Excess ALPS** has the meaning set out in paragraph 5.6 of this Schedule

**Royal Mail ALPS** means Royal Mail ALPS that we own and lend to you in line with the terms of this Schedule, including any Excess ALPS; and **[Note: definition now refers to ALPS that RMG "own, lend and/or are willing to lease"]**

**York Exchange Schedule** means the terms of Schedule 11: York Exchange.

#### 3 Commencement and duration

3.1 The terms of this Schedule shall take effect from the Access Start Date, or such other date that is agreed between you and us.

3.2 The terms of this Schedule shall continue to have effect until the date it is terminated under this Contract or paragraph 9 of this Schedule.

**[Note: consolidated - see Clauses 1 and 7 of the General Access Terms and Conditions in the Updated ALC.]**

#### 4 Your obligations

4.1 If you comply with your obligations under this Contract including the User Guide and this Schedule, we will supply you with Royal Mail ALPS from time to time by way of loan.

- 4.2 You have purchased [insert number] ALPS containers directly through our preferred supplier (currently Jacon Limited) (**Customer ALPS**). You may purchase additional ALPS in the same way.
- 4.3 You shall replace your Customer ALPS by purchasing new ALPS from a supplier approved by us within four years of the date on which you purchased those Customer ALPS.
- 4.4 You shall notify us in writing of the total number of Customer ALPS that you have from time to time and in any event within two months of you:
- (a) purchasing any additional Customer ALPS which results in you having more Customer ALPS than you have told us about under paragraph 4.2; or
  - (b) replacing any of your Customer ALPS under paragraph 4.3.

**[Note: simplified and moved to Schedule 5, Part 2, Paragraph 3 in the Updated ALC]**

- 4.5 Each time you hand over Large Letter Mailing Items greater than 10mm thick in a Customer ALPS at our Inward Mail Centres in line with the Contract, we will lend you one empty Royal Mail ALPS for each Customer ALPS you present.
- 4.6 When transporting, loading and unloading the Royal Mail ALPS, you must only use vehicles that meet our reasonable requirements regarding:
- (a) health and safety of personnel; and
  - (b) care of the Royal Mail ALPS.

We shall notify you of these requirements from time to time.

- 4.7 After you collect Royal Mail ALPS from us, you shall distribute them to your premises.
- 4.8 You:
- (a) shall use the Royal Mail ALPS to transport Large Letter Mailing Items greater than 10mm thick between:
    - (i) your or your Associates' premises and your customers' premises or those of their agents or sub-contractors; and
    - (ii) between any premises referred to in paragraph 4.8(a)(i) and our Inward Mail Centres; and
  - (b) may move empty Royal Mail ALPS between your premises and those referred to in paragraph 4.8(a)(i) to meet your reasonable operational requirements

to fulfil your obligations under the Contract. You shall ensure that Royal Mail ALPS are not used to transport Mailing Items between any other premises or for any other purpose (including in respect of our other postal services).

- 4.9 You shall not:
- (a) create or allow the creation of any lien or charge over the Royal Mail ALPS; or
  - (b) sell, hire, lend, charge or otherwise dispose of or allow any third party to use or take possession of the Royal Mail ALPS without our prior written consent.
- 4.10 Subject to paragraph 4.8, you shall not allow any Royal Mail ALPS to be used for mail that is to be collected, conveyed or delivered by any third party.
- 4.11 We may recover any Royal Mail ALPS that are in a third party's possession in breach of this Contract or this Schedule.



- 4.12 You shall keep the Royal Mail ALPS in good condition (fair wear and tear excepted). You shall immediately report any damage to the Royal Mail ALPS to us.

**[Note: text above consolidated in Schedule 6, General Section in the Updated ALC]**

- 4.13 You shall not remove any labels or markings that we or the manufacturers put on the Royal Mail ALPS. You shall not allow any other labels or markings to be put on the Royal Mail ALPS without our prior written consent.
- 4.14 Without prejudice to paragraph 6 of this Schedule, you shall keep the Royal Mail ALPS in a secure place at all times when they are not being used for the purposes set out in paragraph 4.8.
- 4.15 If you do not have enough Royal Mail ALPS, you may bring Large Letters over 10mm thick to our Inward Mail Centres in bags. You may not use any containers other than Customer ALPS, Royal Mail ALPS or bags for the handover of Large Letters over 10mm thick. For clarity, Mailing Items must not be loose loaded into Yorks that are not fitted with ALPS.
- 4.16 If we introduce new designs of Royal Mail ALPS, you shall accept the Royal Mail ALPS that we provide you with whether or not they are of that new design.
- 4.17 You shall ensure that the Royal Mail ALPS are not misused. You shall ensure that you do not in any way damage our reputation in using the Royal Mail ALPS.
- 4.18 ALPS must only be used when fitted within Yorks.
- 4.19 Without prejudice to any other term of your Contract, if we ask you to do so you shall promptly return at your own expense any Excess ALPS we have lent you.

**[Note: text below consolidated in Schedule 6, General Section in the Updated ALC]**

## **5 Records**

- 5.1 Each time you collect Royal Mail ALPS under paragraph 4.5, you shall sign our waybill to acknowledge that you have received the number of Royal Mail ALPS stated in the Manifest. We will give you a copy of the waybill. You shall tell us at the time if there is any error on the waybill and subject to our agreement we shall correct the error at the time of collection. You shall be deemed to have received the quantity of Royal Mail ALPS stated on the waybill or, if a correction has been agreed by us, the corrected waybill.
- 5.2 Each time you collect Royal Mail ALPS in line with paragraph 4.5, you shall notify us if at the time of collection or within 12 hours of signing the way bill there are any defects in any Royal Mail ALPS you receive.
- 5.3 If you have notified us that there are defects in any Royal Mail ALPS in line with paragraph 5.2, you shall return these Royal Mail ALPS to the Inward Mail Centres that you collected them from when you next hand over mail under the Contract. We shall then change our record of the number of Royal Mail ALPS that you have unless we dispute in good faith that those Royal Mail ALPS are defective.
- 5.4 If you do not give a notice under paragraph 5.2, any defects in the Royal Mail ALPS shall be deemed to have occurred after you received them.
- 5.5 You shall let us, and any person we authorise, have access to your premises and relevant records and to the premises of any of your Associates at any time during normal working hours to check, amongst other things, the amount and condition of the Royal Mail ALPS. If you cannot produce or account for the Royal Mail ALPS in the correct amounts on that inspection, they shall be considered to have been lost while in your possession (unless our records indicate otherwise).
- 5.6 Within seven days of our request, you shall at your own expense give us an audit of all Royal Mail ALPS. If in our reasonable opinion you have an excessive number of Royal Mail ALPS

**(Excess ALPS)** in relation to the number of Customer ALPS you have purchased and notified to us in line with paragraph 4.4, we may require you to return the Excess ALPS within two Working Days.

- 5.7 Without prejudice to any other rights we may have under the Contract, if you fail to permit inspections or fail to produce all Royal Mail ALPS supplied to you under the Contract for inspection in line with paragraph 5.5 or fail to produce an audit in line with paragraph 5.6, we may require the return of all Excess ALPS within two Working Days.
- 5.8 If you in good faith dispute our opinion under paragraph 5.6, the disputes procedure at clause 12 of the General Access Terms and Conditions shall apply.
- 5.9 If we require you to return the Excess ALPS under paragraph 5.6 or 5.7, you shall return the Excess ALPS to our site that we specify. If you do not, we may terminate the terms of this Schedule in line with paragraph 9.2.
- 5.10 If we want to change our tracking systems across our business for Royal Mail ALPS, you shall:
- (a) comply with those changes; and
  - (b) install or obtain the necessary systems and equipment and make any necessary adjustments to your premises at your own expense within our reasonable notice period.

## **6 Loss and damage**

- 6.1 We may recover our reasonable costs incurred in relation to all Royal Mail ALPS that are lost, stolen, damaged or destroyed while in your custody, control or possession or that of your Associates, customers or agents, sub-contractors of your customers, howsoever such loss, damage or destruction was caused. However, this shall not apply where that loss, damage or destruction was caused by our negligence or wilful act or that of our servants or agents.
- 6.2 You shall maintain insurance for your potential liability under this Schedule in an appropriate amount with a reputable insurer at your own expense. You shall give us evidence of this insurance on our request.

## **7 Maintenance**

**[Note: consolidated and moved to Schedule 5, Part 2, Paragraph 3 in the Updated ALC]**

- 7.1 We will maintain your Customer ALPS at a charge to you per ALPS container during each Contract Year. These charges are displayed on the Website, as amended from time to time in line with clause 13 of the General Access Terms and Conditions.
- 7.2 We will invoice you on each anniversary of your Access Start Date or such other date as agreed between us at the start date of your use of ALPS in respect of the maintenance charges calculated in line with paragraph 7.1 and you shall pay those maintenance charges within 30 days of the date of the invoice.
- 7.3 If we purchase your Customer ALPS part way through a Contract Year in line with paragraph 8, we will invoice you for the maintenance of the Customer ALPS on a pro rata basis.
- 7.4 In the absence of any increase in the maintenance charge in accordance with paragraph 7.5, we will review maintenance charges annually and any increase in the maintenance charge (**Maintenance Charge Review**), shall take effect on the anniversary of your Access Start Date, or such other date as agreed between us at the start date of your use of ALPS, immediately following the previous Maintenance Charge Review. The charges for maintaining Customer ALPS, as determined during the Maintenance Charge Review will increase by the change in percentage points between the average levels of the Retail Price Index published or determined with respect to each of the six months up to and including September in the appropriate year preceding that anniversary and the average of those levels with respect to each of the six months up to and including September in the preceding year.

- 7.5 If the costs in maintaining your Customer ALPS have increased materially during the term of the Contract, we may increase the charges for maintenance on giving you at least 90 days' written notice of a change to the maintenance charges. The notice will include reasonable evidence of such material increase in costs. The change to costs will take effect on the next anniversary of the Access Start Date or such other date as agreed between us.
- 7.6 The maintenance charges are expressed as exclusive of VAT. You shall pay any VAT payable on such charges.
- 7.7 Without prejudice to any other right or remedy available, if you fail to pay the maintenance charges in line with paragraph 7.2, we shall be entitled to:
- (a) serve seven days' notice on you to suspend immediately the performance or further performance of our obligations under this Schedule without liability to you once the notice has expired; and
  - (b) charge daily interest on all amounts not paid until payment is received in full at an annual rate equal to 4 per cent above the Bank of England base rate as current from time to time.

## 8 Option to purchase

**[Note: consolidated and moved to Schedule 5, Part 2, Paragraph 4 in the Updated ALC]**

- 8.1 If you are considering:
- (a) reducing the number of Customer ALPS required for your operations; or
  - (b) ceasing posting under the Contract
- you will first notify us of your desire to sell the Customer ALPS.
- 8.2 We shall notify you in writing within 30 days of the notice received in line with paragraph 8.1 whether we wish to purchase the Customer ALPS.
- 8.3 If we decide to purchase the Customer ALPS we will pay you the then current book value of the Customer ALPS. This will represent the initial purchase price depreciated by 25 per cent on each anniversary of the date on which the Customer ALPS were purchased. If we purchase the Customer ALPS part way through the year the depreciation will be worked out on a pro rata basis.
- 8.4 If we decline in writing to purchase the Customer ALPS, you may deal with the Customer ALPS in your absolute discretion.

## 9 Termination

**[Note: text below consolidated in Schedule 6, General Section and Clauses 7 and 8 of the General Access Terms and Conditions in the Updated ALC]**

- 9.1 Regardless of any other term of this Contract, either of us may terminate the terms of this Schedule by giving the other Party not less than 30 days' written notice.
- 9.2 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 and asked to take steps to remedy the breach.
- 9.3 Regardless of any other term of this Contract, we may terminate the terms of this Schedule on written notice with immediate effect if:

- (a) you fail to pay any Postage, Surcharges, Profile Surcharges or other charges due under this Contract as they fall due; or
- (b) an Insolvency Event occurs.

9.4 On termination of the terms of the Contract or this Schedule and without prejudice to any other rights we may have, you shall:

- (a) immediately return all Royal Mail ALPS to our sites that we specify; or
- (b) (at our request) make the Royal Mail ALPS available for our collection on a date and at a time convenient to us. You shall allow us access to your premises for that purpose.

The terms of paragraph 6 shall continue to apply despite termination of the terms of this Schedule in relation to any loss, damage or destruction which is not discovered until after termination.

9.5 If you do not return the Royal Mail ALPS or make the Royal Mail ALPS available for collection in line with paragraph 9.4 for any reason, we may recover our reasonable costs incurred.

9.6 Without affecting your other obligations under the Contract or this Schedule, if a receiver, manager, liquidator, administrator or administrative receiver is appointed for you, you shall immediately tell them that the Royal Mail ALPS are our property and are not part of your assets or undertaking.

9.7 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.

## 10 Ownership

The Royal Mail ALPS shall remain our property at all times.

## 11 Health and safety

11.1 In addition to your obligations under clause 5 of the General Access Terms and Conditions, you must ensure that your custody, use, management and transportation of the Royal Mail ALPS complies with all applicable health and safety legislation. You shall also ensure that when you visit any of our premises, you shall comply with:

- (a) our health and safety requirements, as set out in our health and safety policies;
- (b) our reasonable requests relating to health and safety; and

**[Note: text above consolidated in Clause 4.1 of the General Access Terms and Conditions in the Updated ALC]**

(c) the requirements of the User Guide on health and safety in force from time to time regarding the Royal Mail ALPS.

11.2 You shall ensure that you do not load any ALPS in excess of 250 kg or such other maximum weight limits that we may specify from time to time.

11.3 We may refuse hand over of or refuse to handle any ALPS weighing more than the maximum loaded weights.

**[Note: text below consolidated in Schedule 6, General Section in the Updated ALC]**

## 12 Indemnity

- 12.1 You shall indemnify us against any liabilities, costs, proceedings or expenses (including reasonable legal expenses) suffered or reasonably incurred by us (or our employees, agents and contractors) arising from your custody, use or management of the Royal Mail ALPS (except where this arises due to our negligent act or omission).
- 12.2 The indemnity at paragraph 12.1 shall include but is not limited to any liabilities, costs, proceedings or expenses (including reasonable legal expenses) suffered or reasonably incurred by us (or our employees, agents and contractors) arising from any negligent or wrongful act or omission or any breach of statutory duty by you, your Associates, customers or agents, or sub-contractors of your customers in the custody, use or management of the Royal Mail ALPS or any breach by you of your obligations under this Schedule or this Contract.

**[Note: text above consolidated in Clause 4.3 of the General Access Terms and Conditions in the Updated ALC]**

## 13 Warranties

All terms, conditions and warranties implied by statute or at law with regard to the Royal Mail ALPS are hereby excluded.

## 14 Intellectual Property Rights

- 14.1 You acknowledge our ownership and proprietary rights in the Intellectual Property Rights in the Royal Mail ALPS and agree and acknowledge that you shall not:
- (a) obtain any rights in the Intellectual Property Rights of the Royal Mail ALPS, except as expressly granted under this Schedule; or
  - (b) register or attempt to register any of the Intellectual Property Rights in the Royal Mail ALPS in any jurisdiction. **[Note: consolidated in Clause 15 of the General Access Terms and Conditions in the Updated ALC]**

## Schedule 15

### Early Release

**[Note: please refer to the Summary Table]**

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 to change the terms of section 15 of the User Guide.

#### 2 Definitions and interpretation

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.

#### 3 Commencement and duration

3.1 The terms of this Schedule shall take effect from the Access Start Date, or such other date that is agreed between you and us.

3.2 The terms of this Schedule shall continue to have effect until the date it is terminated under this Contract or paragraph 5 of this Schedule.

#### 4 Early release

4.1 The Contract sets out your obligations about how to present Mailing Items to us. You must continue to comply with these obligations. In particular, paragraph 3.1 of Schedule 2 of the Contract allows us to sample your Mailing Items to check that you have declared the correct Postage payable on those Mailing Items and that you have complied with the terms of this Contract in respect of your Mailing Items. Section 14 of the User Guide reiterates that we may sample Mailing Items received from you to verify that your Postage declaration is accurate and to ensure that you comply with the terms of your Contract including the User Guide.

4.2 Section 15 of the User Guide says that if having sampled your Mailing Items we have identified Mailing Items which fail to comply with the terms of the Contract including the User Guide, we shall notify you (including by telephone or electronically) as soon as is reasonably practicable after identifying the error but no later than within 24 hours.

4.3 Paragraph 2 of section 15 of the User Guide goes on to say that we will not undertake any rectification action until such time as the timescales, charges or Surcharges for the rectification of any faults has been agreed in writing (including, electronically or by fax) with your Operational Contact.

4.4 Subject to paragraphs 3 and 5 of this Schedule, you and we agree to use a different procedure for revenue protection and for handling non-compliant Mailing Items in order to speed up the early release of your Mailing Items. You and we therefore agree that paragraphs 1 and 2 of Section 15 of the User Guide shall not apply between us, and that the following shall apply between us instead:

*"If having sampled your Mailing Items we have identified Mailing Items which fail to comply with the terms of the Contract, we shall notify you (including by telephone or electronically) as soon as is reasonably practicable after identifying the error but no later than within 24 hours. We may carry out any rectification action that we consider appropriate so that your Mailing Items comply with the Contract. This includes but is not limited to amending the Posting Docket on the number of Mailing Items received and the Postage payable. We will let you know what rectification action*

*we have taken, but we do not have to wait for your approval before taking that action. Mailing Items deemed to be non-compliant may be automatically excluded from the Service Standard calculation as referred to in Schedule 2 of the Contract."*

- 4.5 You and we agree that for the time that this Schedule applies, you shall accept any rectification action that we take as long as that rectification action complies with the relevant agreed action set out in Section 15 of the User Guide. You agree that you shall not dispute the rectification action taken (including any action taken without your approval) and shall accept our actions. This includes paying the Postage we have calculated. Relying on your agreement not to dispute our rectification action, we agree to process your Mailing Items.
- 4.6 All other terms of the Contract including the User Guide shall remain unchanged and shall apply alongside this Schedule.

## **5 Termination**

- 5.1 Regardless of any other term of this Contract, either of us may terminate the terms of this Schedule by giving the other Party not less than four days' written notice.
- 5.2 Upon termination of the terms of this Schedule, all of the other terms of the Contract (including the User Guide) that had been changed by this Schedule shall be reinstated and shall have full force and effect.
- 5.3 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.

## Schedule 16

### Segregation by Format

**[Note: the operational provisions have been moved to the User Guide and the legal provisions have been consolidated in clauses 1, 7 and 8 of the General Access Terms and Conditions in the Updated ALC]**

Where this Schedule forms part of your Contract with us, and where the Early Release Schedule also 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 we agree to process Mailing Items that have been presented at an Inward Mail Centre in line with the terms of the Contract, segregated by Format.

#### 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, the words and phrases used specifically in this Schedule are defined in the table below.

**Early Release Schedule** means the terms of Schedule 15: Early Release

**Segregation by Format** means the system where we will process Mailing Items that have been presented at an Inward Mail Centre in line with the Contract, but which have been segregated by Format, rather than by Daily Posting, as more particularly described in the Annex to this Schedule and

**York Manifest** has the meaning set out in paragraph 2.4 of the Annex to this Schedule

#### 3 Commencement and duration

3.1 The terms of this Schedule shall take effect from the Access Start Date, or such other date that is agreed between you and us.

3.2 The terms of this Schedule shall continue to have effect until the date it is terminated under this Contract or paragraph 8 of this Schedule.

#### 4 Segregation by Format

4.1 We agree to process your Mailing Items in line with the Annex to this Schedule, and to comply with the terms of this Schedule.

4.2 You agree to comply with the terms of this Schedule (including the Annex to this Schedule).

4.3 Unless expressly changed by this Schedule you shall continue to comply with the terms of the Contract, including the User Guide and the Early Release Schedule.

#### 5 The Contract

5.1 The Contract sets out your obligations about how to present Mailing Items to us. Subject to paragraph 4.3 of this Schedule, you must continue to comply with these obligations to the extent they are not changed under this Schedule.

5.2 In particular, the Contract sets out procedures for handling your Mailing Items that do not comply with the terms of the Contract (including your obligations under paragraph 5.1 of this Schedule).



These procedures shall continue to apply to the extent they are not changed under this Schedule.

- 5.3 For clarity, you and we agree that the terms of sections 13.4 and 13.5 of the User Guide shall not apply between you and us to the extent that those terms directly conflict with the terms of this Schedule.

## **6 Early Release Schedule**

Regardless of any other term of this Schedule, the terms of this Schedule shall only apply where the Early Release Schedule forms part of your Contract with us.

## **7 Inward Mail Centres**

The Segregation by Format process and any changes to the Contract which are made or required by this Schedule shall apply to all Mailing Items delivered to Inward Mail Centres under and in line with the terms of this Schedule.

## **8 Termination**

- 8.1 Regardless of any other term of this Contract, either of us may terminate the terms of this Schedule by giving the other not less than seven days' written notice if the other Party commits any material or persistent breach of the terms of this Schedule.
- 8.2 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 terms of the Early Release Schedule are terminated for whatever reason.
- 8.3 Regardless of any other term of this Contract, either of us may terminate the terms of this Schedule by giving the other Party not less than 30 days' written notice.
- 8.4 For clarity, you and we acknowledge that the termination of the terms of this Schedule shall not automatically result in the termination of the terms of the Early Release Schedule.
- 8.5 Upon termination of the terms of this Schedule, all of the other terms of the Contract that had been changed by this Schedule shall be reinstated and shall have full force and effect. For clarity, if the Early Release Schedule has not been terminated, its terms shall continue to apply.
- 8.6 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.

## The Appendix

### Segregation by Format

#### 1 Segregation by Format overview

- 1.1 Under the Segregation by Format process, you must present Mailing Items that are segregated by Format at the time of handover to us.
- 1.2 (For Operators that act as carriers for other customers who have entered into a contract with us) when you present Mailing Items to us on behalf of those other customers separately by each individual customer's Daily Posting (in line with sections 13.4 and 13.5 of the User Guide), you may combine these discrete individual customers' Daily Postings together into Yorks, as long as each York only contains Mailing Items of the same Format.
- 1.3 The exception to paragraph 1.2 of this Annex is when you are using ALPS containers as part of your Contract. The contents of an ALPS container must remain discrete to the individual customer who holds a contract with us and must not contain Mailing Items pertaining to another customer who holds a contract with us.

#### 2 Your obligations

- 2.1 You shall present your Mailing Items segregated by Format at the Inward Mail Centres.
- 2.2 (For Operators that act as carriers for other customers who have entered into a contract with us) if you use Yorks in line with the terms of your Contract to deliver Containers of Mailing Items, you must label each York (using York cards) according to the Format it contains and identify:
  - (a) your name and the number of Containers; and
  - (b) (where you act as a carrier for other customers who hold a contract with us) the name of each customer whose postings it contains and the total number of Containers for each individual customer in that York.
- 2.3 (For Operators that act as carriers for other customers who have entered into a contract with us) if you decant into Yorks on the unloading bays at the Inward Mail Centres, you must carry out the separation of Containers by Format into those Yorks. If, on any day of handover, you have more than 500 Containers to decant into Yorks at any one Inward Mail Centre, you must apply accurate York cards in the same way as if you were using Yorks to deliver, as set out in paragraph 2.2 of this Annex (but only for those Inward Mail Centres where more than 500 Containers have been decanted).
- 2.4 (For Operators that act as carriers for other customers who have entered into a contract with us) if you use Yorks to deliver Mailing Items to Inward Mail Centres or (subject to paragraph 2.5 of this Annex) decant Containers into Yorks at the Inward Mail Centres, on each day of handover of Mailing Items you must give us a York Manifest (**York Manifest**). This York Manifest shall set out full and accurate details by York of the number of Containers per UCID, including the number of Containers per UCID of each discrete customer, noting the contract account number of each customer and the Format of Container at each Inward Mail Centre.
- 2.5 (For Operators that act as carriers for other customers who have entered into a contract with us) if you decant Containers into Yorks at Inward Mail Centres, you need only submit a York Manifest when you are handing over more than 500 Containers to any one Inward Mail Centre in any one day (and then only for those Inward Mail Centres where more than 500 Containers have been decanted).
- 2.6 The information and details contained in the York card and York Manifest must be given in the format set out and in line with the terms of this Schedule 16 (including its Annex) and the User Guide, as amended from time to time.
- 2.7 For clarity, if you persistently fail to give us accurate York cards or York Manifests in line with this paragraph 2 of this Annex, this Schedule or the User Guide (where appropriate) we may

terminate the terms of this Schedule (including its Annex) in line paragraph 8.1 of this Schedule 16.

## Schedule 17

### Agency Terms

**[Note: moved to Schedule 7 (Agency Terms) in the Updated ALC]**

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): [Note: text made clearer]

#### 1 Background

- 1.1 This Schedule sets out the terms on which you and we agree that you may post mail on behalf of other parties, acting as their agent. **[Note: text made clearer]**

#### 2 Compliance with Agency Terms

- 2.1 Before giving any proposed Agency Customer an Agency Customer Contract to sign, you shall give them a copy of this Contract (including the User Guide). You shall update them on any changes, and give them copies of such changes, to this Contract within seven days of any change coming into effect.
- 2.2 You agree to use reasonable efforts to ensure that your Agency Customers carry out their obligations set out in, and comply with, the terms of this Contract and their Agency Customer Contract.
- 2.3 In addition to the terms of paragraphs 2.1 and 2.2 of this Schedule, if your Agency Customer is a Large Agency Customer (see Appendix 1), you shall comply with the additional presentation requirements for Large Agency Customers set out in the User Guide. **[Note: provisions in relation to Large Agency Customers are obsolete]**

#### 3 Eligibility criteria for Agency Customers: exempt or partially exempt from VAT

We may refuse any application by you to act as an agent for a posting customer who is not exempt, or partially exempt from VAT in line with UK legislation at our discretion. If any Agency Customer ceases to be exempt or partially exempt from VAT you must notify us as soon as practicable. We may terminate the Agency Customer Contract of that Agency Customer on 30 days' notice to them at any time after they cease to be exempt or partially exempt from VAT.

#### 4 Agency Customer minimum spend

- 4.1 If the aggregate amount invoiced by us to any of your Agency Customers in any Agency Customer Contract Year does not exceed £5500 (or, in your first Agency Contract Year, a sum pro-rated to reflect the number of days remaining in the such year) (the **Minimum Spend Requirement**), then we may terminate that Agency Customer's Credit Account and/or we may terminate that Agency Customer's Contract on giving the Agency Customer not less than 30 days' notice in line with the terms of their Agency Customer Contract.

#### 5 Execution of the Agency Customer Contract

- 5.1 For each Agency Customer to whom you have given a copy of this Contract (including the User Guide) pursuant to paragraph 2.1 of this Schedule and for whom you have authority to act as their agent for the purpose of their Agency Customer Contract:
- (a) you must complete those sections of the Agency Customer Application Form which the form indicates are to be completed by you and submit to us such completed application form in draft via the link on our Website;
  - (b) as soon as practicable after we receive the completed draft Agency Customer Application Form from you, we shall carry out our standard customer credit checks in line with our published credit policy. If the proposed Agency Customer satisfies these standard checks we will send:

- (i) the Agency Customer a link to the final Agency Customer Application Form (which may include an amended credit limit section of the form) for them to review and accept; and **[Note: consolidated and added that a link will be sent – see Schedule 7, paragraphs 5(b) and (c) in the Updated ALC]**
  - (ii) a notice to you informing you that we have sent such link to the Agency Customer;
- (c) you shall use reasonable endeavours to ensure that the Agency Customer reviews the final Agency Customer Application Form referred to in paragraph 5.1(b) and accepts the final Agency Customer Application Form by completing the applicable sections of the form and submitting it to us via our Website as soon as practicable and in any event within 28 days of receiving the link; and **[Note: consolidated – see Schedule 7, paragraphs 5(b) and (c)]**
- (d) you shall not hand over Agency Postings from any Agency Customer until we have confirmed our acceptance by email of the final Agency Customer Application Form pursuant to paragraph 5.1(c) for that Agency Customer. Once we have confirmed our acceptance, you may hand over Agency Postings from the Agency Customer Access Start Date (as defined in Annex B to this Schedule) stated in it.

**[Note: see note above]**

## 6 Liability

**[Note: same provisions in the front end shall apply mutatis mutandis to RMG's and other party's liability under this Schedule]**

- 6.1 For the purposes of this paragraph 6, a reference to a Party includes its officers, employees or agents.
- 6.2 Nothing in this Contract or in any Agency Customer Contract limits or excludes the liability of a Party for:
- (a) death or personal injury caused by its negligence;
  - (b) fraud or fraudulent misrepresentation; or
  - (c) any liability which cannot be limited or excluded by applicable law.
- 6.3 Subject to paragraph 6.2 of this Schedule and paragraph 2 of Part 1 of Schedule 2, we are not liable to you or any of your Agency Customers, whether in contract, tort (including negligence) or otherwise, arising under or in connection with this Contract or any Agency Customer Contract for:
- (a) loss of profit;
  - (b) loss of revenue;
  - (c) loss of contracts;
  - (d) loss of business;
  - (e) loss of anticipated savings;
  - (f) loss of or damage to goodwill;
  - (g) loss of data; or
  - (h) any indirect or consequential loss.

6.4 Subject to paragraph 6.2 of this Schedule, clause 11 of the General Access Terms and Conditions, paragraph 11 of this Schedule and any payment terms in the Agency Customer Contract, you and your Agency Customers are not liable to us, whether in contract, tort (including negligence) or otherwise, arising under or in connection with this Contract or any Agency Customer Contract for:

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

## 7 Disruptive Events

7.1 If we cannot carry out any obligation under this Contract or any Agency Customer Contract because of a Disruptive Event, we will tell you about the Disruptive Event as soon as we reasonably can and let you know what it is we are unable to do as a result of it.

**[Note: text has been updated in line with the changes in Clause 6 of the General Access Terms and Conditions – please also refer to the Summary Table]**

7.2 Our obligations under this Contract and any Agency Customer Contract will be suspended:

- (a) to the extent that it is affected by the Disruptive Event; and
- (b) while the Disruptive Event continues

provided that (except in the case of industrial dispute) we promptly take reasonable steps to resume performance as soon as reasonably possible.

7.3 If we cannot carry out any obligation under this Contract or any Agency Customer Contract because of a Disruptive Event we will:

- (a) not be in breach of this Contract or any Agency Customer Contract; and
- (b) not be liable for any delay on our part or any inability to carry out any obligation under this Contract or any Agency Customer Contract.

## 8 Terminating the Contract or Agency Customer Contract

8.1 Regardless of any other term of this Contract, we may terminate the terms of this Schedule by giving you not less than 12 month's written notice.

8.2 We may terminate an Agency Customer Contract with any of your Agency Customers in line with the terms of this Contract or their Agency Customer Contract. We will use our reasonable efforts to give you advance notice of our intention to terminate that Agency Customer Contract.

8.3 Upon termination of an Agency Customer Contract or this Contract or this Schedule, the Agency Customer Contract and this Contract and this Schedule shall cease to have effect in relation to the Agency Customer immediately. However, termination of the Agency Customer Contract, this Contract or this Schedule (for any reason) shall not affect any rights which either of us may already have under that Agency Customer Contract, this Contract or this Schedule before the

date of termination, or whether or not any obligations under the Agency Customer Contract, this Contract or this Schedule which were intended to come into or remain in force after termination (including any confidentiality terms under the Agency Customer Contract or this Contract) do so. **[Note: consolidated in Clause 8 of the General Access Terms and Conditions in the Updated ALC]**

## 9 Confidentiality

**[Note: text has been updated in line with the changes in Clause 9 of the General Access Terms and Conditions – please also refer to the Summary Table]**

- 9.1 Subject to the terms of clauses 9.1, 9.2 and 9.3 of the General Access Terms and Conditions, you and we and your Agency Customers must treat the terms and conditions of this Contract and any Agency Customer Contract with your Agency Customers and any Confidential Information, as confidential and must not disclose the contents of this Contract or such Agency Customer Contract or any Confidential Information to any third party without the other Party's prior written consent.
- 9.2 (In the case of an Agency Customer Contract) either of us may (in good faith) disclose the terms and conditions of this Contract or any Agency Customer Contract or any Confidential Information to its contractors (including franchisees and owner-drivers) without the approval of the other, provided that:
- (a) you and we only disclose to them the parts of this Contract or any Agency Customer Contract or Confidential Information that they need to know to perform their obligations under and comply with the terms of this Contract or the Agency Customer Contract; and
  - (b) the contractors are required to maintain the confidentiality of the information.
- 9.3 The terms of clause 9 of the General Access Terms and Conditions and this paragraph 9 and any terms relating to confidentiality in the Agency Customer Contract shall continue to apply after this Contract, this Schedule or any Agency Customer Contract with any of your Agency Customers is terminated or ends.

## 10 Obligation to notify us of your Agency Postings

- 10.1 As soon as practicable following agreement of the Client Report, and in any event by 6pm on that Working Day, you shall tell us the number of Mailing Items for each Agency Customer by format, and weight for each service within that Daily Posting. Detailed reporting procedures are set out in the User Guide and you must comply with these. The information you give should include any information about any Agency Posting, including Agency Postings that are subject to a Surcharge, so that we can invoice your Agency Customers in line with this Contract, the User Guide and their Agency Customer Contracts.
- 10.2 **If your Agency Customer is a Large Agency Customer you shall follow the separate processes for notifying us of their Agency Postings which are set out in the User Guide. **[Note: see note above]****
- 10.3 If you provide us with the information under this paragraph 10, we shall invoice the Agency Customers using this information. These Agency Customers shall be responsible for payment of these invoices. If the information provided is incorrect, we shall (at your request and cost) issue amended invoices and/or credit notes to your Agency Customers. You shall indemnify us in respect of any dispute raised by any of your Agency Customers regarding any incorrect information.
- 10.4 If you do not provide us with the information under this paragraph 10, we shall invoice you for that Daily Posting based on the Client Report for that Daily Posting. You shall be responsible for payment of these invoices in line with clause 11 of your General Access Terms and Conditions, and the terms of the General Access Terms and Conditions relating to invoices, payment and nonpayment shall apply.

## **11 Payment Terms**

- 11.1 Payment for the Services used by Agency Customers should be made in line with the terms set out in this Contract, (including clause 11 of the General Access Terms and Conditions, Schedule 3, this Schedule - in particular, the terms of paragraphs 10 and 11 of this Schedule - and the User Guide) and the Agency Customer Contract.
- 11.2 We will give you an account number for each Agency Customers' credit account as soon as reasonably practicable but in any event before the Agency Customer Access Start Date. You must ensure Mailing Items handed over to us on behalf of each Agency Customer are assigned correctly to each Agency Customers' credit account.
- 11.3 You may not post on behalf of any Agency Customer until you have received the account number for their credit account and we have activated it.
- 11.4 You shall ensure that your Agency Customers comply with any credit limit placed on their credit account and all other conditions relating to their credit account.
- 11.5 If any of your Agency Customers are no longer eligible for a credit account, you may not post on their behalf until their credit account has been reinstated. You acknowledge that additional terms and conditions may be applied to their credit account before it is reinstated.
- 11.6 If your Agency Customers are responsible for payment of invoices under paragraph 10 of this Schedule, you shall use reasonable efforts to ensure that each of your Agency Customers pays these in line with this Contract and its Agency Customer Contract. If you have done so and any of your Agency Customers still do not pay any of their invoices in line with this Contract and their Agency Customer Contract, their failure to pay is not classed as a breach by you of your Contract. However you shall provide us with any information and assistance we may reasonably ask for in order to recover all amounts due from those Agency Customers under the terms of this Contract and their Agency Customer Contracts.

## **12 Disputes**

If there is a dispute about or under or in connection with this Contract or any Agency Customer Contract in relation to any of your Agency Customers, your Agency Customer should notify you and that dispute should be resolved by you and us in line with clause 12 of the General Access Terms and Conditions. We do not deal directly with Agency Customers' disputes.

## **13 Changes**

- 13.1 You may ask for a change to an Agency Customer Contract by following the procedure set out in the Statement of Process which you will find on the Website. Your Agency Customers cannot directly request a change to their Agency Customer Contract; that request must be made by you.
- 13.2 We shall not require your Agency Customers' consent to make changes to the Contract or any part of the Contract in line with the terms of the Contract. Clause 13 and 18.7 of the General Access Terms and Conditions apply to the whole of your Contract including but not limited to this Schedule or any changes to Access Charges or any other charges which may affect Agency Customers. You shall inform your Agency Customers of any changes that are made to the Contract in line with the terms of the Contract, including changes to Access Charges or any other charges.
- 13.3 We may change any Agency Customer Contract without your consent or that of any of your Agency Customers in the circumstances set out in clause 13 and 18.7 of the General Access Terms and Conditions and this paragraph 13.
- 13.4 If the Regulator indicates that it wants to change or consult on a change to the Regulatory Conditions which would impact on any of the Services, you and we will discuss any impact of the change on this Contract or the Agency Customer Contracts at the review meetings mentioned in clause 13.7 of the General Access Terms and Conditions. If the Regulator decides to change the Regulatory Conditions, we shall give you at least 90 days' written notice of any



change to this Contract or the Agency Customer Contracts (or, if shorter, such period as it is reasonably possible to give in order to meet the requirements of the Regulator as to the time within which such change must be made) that is needed to reflect the obligations placed on us under the revised Regulatory Conditions. This change to the Contract and the Agency Customer Contracts shall take effect on the date the change is made to the Regulatory Conditions. You shall inform your Agency Customers of any such changes under this paragraph 13.4.

## 14 Intellectual Property Rights

14.1 All Intellectual Property Rights in the Customer Access Indicator belong to you, even if it is used on your Agency Customers' Mailing Items. All Intellectual Property Rights in the Royal Mail Access Indicator belong to us, even if it is used on your Agency Customers' Mailing Items. The terms of clause 15 of the General Access Terms and Conditions shall apply to any other Intellectual Property Rights arising under this Contract or any Agency Customer Contract.

## 15 Indicum and Royal Mail Access Indicator

15.1 Before handing over any Agency Postings to us you and your Agency Customers shall ensure that their Mailing Items carry:

- (a) the Royal Mail Access Indicator endorsed with your assigned Access Licence Number in the top right hand corner of any Mailing Item in line with the specifications in Schedule 4 and the User Guide; and
- (b) an Approved Indicum comprising the Royal Mail Access Indicator and (if required) your Customer Access Indicator in line with the specifications in Schedule 4 and the User Guide.

15.2 On expiry or termination of this Contract, this Schedule or the Agency Customer Contract for any reason and subject to any express terms set out elsewhere in this Contract or the Agency Customer Contract you shall ensure that your Agency Customers will:

- (a) immediately stop using the Royal Mail Access Indicator;
- (b) stop supplying, distributing and printing any stationery incorporating the Royal Mail Access Indicator; and
- (c) at our sole discretion and request, either make sure that the Royal Mail Access Indicator is completely concealed on the remaining copies of such stationery (for example by over-labelling of the whole of the Royal Mail Access Indicator) or destroy the remaining copies of such stationery and provide us with a certification signed by one of their directors that all remaining copies are destroyed.

15.3 You shall ensure that each Agency Customer complies with all of its obligations regarding Intellectual Property Rights, the Indicum and the Royal Mail Access Indicator under clause 9 of the Agency Customer Contract. **[Note: now refers out to the same obligations applicable in the front end contained in clause 8 of the General Access Terms and Conditions – see Schedule 7, paragraph 15 in the Updated ALC]**

## 16 Agency Customers and National Price Plans

16.1 Mailing Items that you hand over to us on behalf of your Agency Customers and amounts that we invoice to your Agency Customers under the terms of this Contract and the Agency Customer Contracts will be classed by us for the purpose of your National Price Plan (if you have selected a National Price Plan in this Contract) as if those Mailing Items were handed over to us on your behalf and as if those amounts invoiced had been invoiced to you.

16.2 Under the terms of your National Price Plan (if you have selected a National Price Plan in this Contract) we may levy Profile Surcharges if your Mailing Items do not meet the required posting profile. For the avoidance of doubt, all Profile Surcharges are payable by you and not by your Agency Customers. **[Note: deleted as it is already captured by Schedule 3]**

## 17 General

**[Note: general sanctions provision added – please refer to the Summary Table]**

### 17.1 Opening Mailing Items

We may open Mailing Items to check that they comply with this Contract and any Agency Customer Contract if we reasonably believe that we need to open and check mail to see if your Agency Customers are complying with this Contract and any Agency Customer Contract.

### 17.2 Waiver

Any failure by either Party or any Agency Customer to enforce or to exercise (at any time or for any period) any term of or right under any this Contract or any Agency Customer Contract shall not:

- (a) constitute a waiver of that term or right; or
- (b) affect that Party's or Agency Customer's right to enforce or exercise that term or right later.

### 17.3 Rights of third parties

Regardless of the terms of clause 18.5 of the General Access Terms and Conditions, nothing in this Contract or any Agency Customer Contract is intended to confer any benefit or any right on any person to enforce any term of it which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999, save that we and your Agency Customers may enforce our respective rights against each other where indicated in this Contract and the Agency Customer Contracts.

### 17.4 Invalidity

If any authority or court finds that any clause or part of a clause of this Contract or any Agency Customer Contract is invalid, illegal or unenforceable, then that invalidity, illegality or unenforceability shall not affect the other clauses or parts of those clauses of this Contract or such Agency Customer Contract.

### 17.5 Compliance with law or regulatory requirement

Regardless of any other term of this Contract, if this Contract or any part of it or if any Agency Customer Contract or any part of it puts or would put either of us in breach of any law or regulatory requirement, then both of us shall use our reasonable efforts to change the relevant terms of this Contract and the Agency Customer Contracts so that they do comply with that law or regulatory requirement.

## Appendix 1

### Large Agency Customers

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 Ltd	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.

## Appendix 2

### Agency Customer Contract

**[Note: this Appendix has been moved to the Website as a separate document and has been amended in line with the changes to Agency Terms]**

This document sets out the terms and conditions that apply if you are accepted as an Agency Customer. Please read these terms and conditions carefully. By completing and submitting your Agency Customer application, you will be accepting these terms and conditions and they will form a legally binding contract with us if we approve your Agency Customer Application Form.

#### 1 Definitions and interpretation

1.1 In these terms and conditions the following words have the following meanings:

**Agent** means the company or other legal entity who is identified in section 2 of your Agency Customer Application Form

**Operator Access Contract** means the Access Letters Contract that we have with your Agent, which allows your Agent to post mail on behalf of other parties

**us** means Royal Mail Group Limited, a company registered in England and Wales (number 04138203) with its registered office at 100 Victoria Embankment, London, EC4Y 0HQ

**you** means the company or other legal entity whose details are entered into section 1 of your Agency Customer Application Form, and **your** shall be read accordingly

1.2 Any words or expressions which are not defined in these terms and conditions, but have an initial capital letter, shall have the meanings given to them in the Operator Access Letters Contract, a copy of which your Agent must give to you before you are allowed to submit your Agency Customer Application Form.

1.3 All of the rules about how to interpret the Operator Access Contract shall apply to these terms and conditions.

#### 2 Coming into Effect

2.1 These terms and conditions shall take effect, and form a legally binding contract with us on the date on which we notify you that we have approved your Agency Customer Application Form. From such date you become an Agency Customer for all purposes under the Operator Access Contract. You shall be entitled to use the Services on and from the start date that we specify in our approval notification to you (**Agency Customer Access Start Date**).

#### 3 Eligibility criteria for an Agency Customer

3.1 You must spend more than £5500 on Services under this contract in each Agency Customer Contract Year for each of the Credit Accounts that you have with us.

3.2 Unless we permit otherwise (at our discretion), you confirm that you are exempt, or partially exempt, from VAT in line with UK legislation. If you cease to be exempt or partially exempt from VAT you must notify us as soon as practicable.

#### 4 Changes

4.1 We and your Agent may make changes to the Operator Access Contract and this contract in line with the terms of the Operator Access Contract. Your Agent will inform you of any changes, including changes to Access Charges or any other charges.

## 5 Termination

5.1 We may terminate this contract by giving written notice to you (and the termination shall be effective immediately) if an insolvency event occurs. An insolvency event is any of the following events (or any event analogous to any of the following in a jurisdiction other than England and Wales):

- (a) an administrator or a receiver (including any administrative receiver or manager) is appointed over the whole or any part of your assets;
- (b) you have an order made or a resolution passed for the winding-up of your company or business or the appointment of a provisional liquidator (except in the case of a bona fide scheme of solvent amalgamation or reconstruction);
- (c) you have an application for an administration order presented in respect of you or documents are filed with court for the appointment of an administrator or notice of intention to appoint an administrator has been given by you, one of your directors or members or by a qualifying floating chargeholder in respect of you (as defined in paragraph 14 Schedule B1 Insolvency Act 1986);
- (d) circumstances arise which entitle a court or a creditor to appoint a receiver or manager or entitle the court to appoint an administrator or make a winding-up order in relation to your business or company;
- (e) if you have made any composition with your creditors generally;
- (f) a creditor or encumbrancer of yours attacks or takes possession of the whole or any part of your assets;
- (g) a distress, execution, sequestration, or other such process is levied or enforced on or sued against the whole or any part of your assets which (in our reasonable opinion) puts your ability to fulfil your obligations to us at risk, and where such attachment or process is not discharged within 10 Working Days;
- (h) if you:
  - (i) suspend, or threaten to suspend, payment of your debts;
  - (ii) are unable to pay your debts as they fall due;
  - (iii) admit inability to pay your debts;
  - (iv) are deemed unable to pay your debts within the meaning of Section 123 of the Insolvency Act 1986; or
- (i) if you suspend or cease to carry on all or a substantial part of your business.

5.2 We may terminate this contract by giving you written notice (and the termination shall be effective immediately) if:

- (a) (except for payments by cheque or direct debit):
  - (i) you fail to pay any Access Charges, Surcharges or any other charges due under this contract or the Operator Access Contract within 30 days of the date of our invoice; and
  - (ii) we have given you notice that we intend to terminate this contract and have given you seven days to pay;
- (b) your cheque or direct debit payment is dishonoured or refused by your bank and you do not make payment within seven days of us notifying you that that is the case;

- (c) you use the Services in a way which breaks any law that applies;
  - (d) you use the Services fraudulently or in connection with any criminal offence; or
  - (e) you do anything which damages or may damage our reputation or business, or the reputation or business of any member of the Royal Mail Group.
- 5.3 Subject to clause 3.2, we may terminate this contract by giving you at least 30 days' written notice if you do not spend, in each Agency Customer Contract Year, at least £5500 on Services under this contract.
- 5.4 We may terminate this contract if you cease to be exempt or partially exempt from VAT in line with UK legislation, by giving you 30 days' written notice at any time after you cease to be exempt or partially exempt from VAT.
- 5.5 We may terminate the Operator Access Contract or its Schedule 17 in line with the terms of the Operator Access Contract or its Schedule 17. This contract shall cease to have effect immediately on termination of the Operator Access Contract or its Schedule 17.
- 5.6 This contract shall automatically terminate with immediate effect in the circumstances set out in clause 10.3.
- 5.7 We may terminate this contract at any time by giving you not less than 12 months' written notice.
- 5.8 You may terminate this Contract at any time by giving us not less than 28 day's written notice.
- 5.9 Upon termination of this contract, this contract and the Operator Access Contract and its Schedule 17 shall cease to have effect in relation to you immediately. However, such termination (for whatever reason) shall not affect any rights which either of us may already have under this contract, the Operator Access Contract or its Schedule 17 before the date of termination, or whether or not any obligations under this contract, the Operator Access Contract or its Schedule 17 which were intended to come into or remain in force after termination (including any confidentiality terms) do so.
- 5.10 All termination notices served under this clause 5 shall be served simultaneously on the Agent by the party serving the notice, in line with the terms of clause 13.4.

## **6 Application of Operator Access Contract to you**

- 6.1 You agree that on and from the Agency Customer Access Start Date you shall be bound by, and shall comply with, the terms of the Operator Access Contract. This includes the terms of Schedules 2, 3, 17 and the User Guide of the Operator Access Contract
- 6.2 Your Agent will hand over your Mailing Items to us under their Operator Access Contract and this contract. You may not hand over Mailing Items to us directly.

## **7 Providing Services**

- 7.1 In consideration of you complying with the terms of this contract, we will provide the Services in respect of your Mailing Items to your Agent on your behalf throughout this contract in line with the terms of the Operator Access Contract and this contract.

## **8 Payment Terms**

- 8.1 Payment for the Services that you use under the Operator Access Contract and this contract should be made in line with the terms of the Operator Access Contract (including clause 11 of the General Access Terms and Conditions, Schedules 3 and 17 and the User Guide) and this contract.
- 8.2 You shall be liable for payment of any invoice that you are responsible for paying under paragraphs 10 and 11 of Schedule 17 of the Operator Access Contract (an **Invoice**). These Invoices must be paid in line with the terms of the Operator Access Contract and this contract.

- 8.3 If there is a dispute over any Invoice, you shall pay the invoiced amount in full in line with the payment terms of the Operator Access Contract and this contract, pending the dispute being resolved. If the dispute is resolved in your favour:
- (a) we shall make any adjustment due immediately upon the dispute being resolved; and
  - (b) you may charge us daily interest on that part of the amount of payment that was in dispute and resolved in your favour. Interest will be calculated for the period commencing on the date of payment of the amount by you and ending on the date of repayment of the amount by us at an annual rate equal to 4 per cent above the Bank of England base lending rate as is current from time to time.
- 8.4 You shall operate a credit account with us. We will give your Agent an account number for your credit account as soon as reasonably practicable but in any event before the Agency Customer Access Start Date.
- 8.5 Neither you nor your Agent on your behalf may post until your Agent has received the account number for your credit account and we have activated it.
- 8.6 You must comply with any credit limit placed on your credit account and with all other conditions relating to your credit account.
- 8.7 If you are no longer eligible for a credit account, neither you nor your Agent on your behalf may post until your credit account has been reinstated. You acknowledge that additional terms and conditions may be applied to your credit account before it is reinstated.
- 8.8 We will make available to you weekly Invoices. The Invoices will show the total charges you owe for the Services that you have used under the Operator Access Contract and this contract during the previous seven days.
- 8.9 You shall pay all Invoices in full within 30 days of the date of the Invoice, or within such other payment terms that we have set for your credit account.
- 8.10 All Access Charges, Surcharges and other charges are expressed as exclusive of VAT. You shall pay any VAT payable on Access Charges, Surcharges and other charges due for Services used by you under this contract or the Operator Access Contract.
- 8.11 If you fail to make any payment by the date when payment is due then, regardless of any other right or remedy we may have, we may:
- (a) (provided we have given you seven days' notice of our intention to do so) immediately suspend the performance or further performance of our obligations under the Operator Access Contract or this contract, without liability to you or your Agent; and
  - (b) charge daily interest on all amounts not paid until payment is received in full. That interest will be calculated at an annual rate equal to 4 per cent above the Bank of England base lending rate that is current from time to time. **[Note: changed to 8%]**

## **9 Intellectual Property Rights, Indiciu and Royal Mail Access Indicator**

- 9.1 You understand and agree to comply with the terms of the Operator Access Contract on which the Royal Mail Access Indicator and your Agent's Customer Access Indicator may be used on all Mailing Items handed over to us by your Agent on your behalf.
- 9.2 All Intellectual Property Rights in the Royal Mail Access Indicator are and shall remain our sole and exclusive property.
- 9.3 You may not use the Royal Mail Access Indicator other than as required to meet your obligations under this contract or the Operator Access Contract.

## **10 Appointment of Agent**

- 10.1 You formally appoint the Agent to act as your agent for Mailing Items that you wish to post with us under the Operator Access Contract and this contract.
- 10.2 Your Agent is authorised to negotiate and agree on your behalf the terms of this contract and about your liability to us for Access Charges, Surcharges and all other charges under the Operator Access Contract.
- 10.3 If the Agent's appointment is terminated, this contract shall terminate immediately.
- 10.4 Without affecting your obligations and liabilities under this contract or the Operator Access Contract, you require that we deal with the Agent as your agent in all matters relating to your Mailing Items. This includes:
- (a) meeting all the presentation requirements;
  - (b) handover of Mailing Items to us;
  - (c) confirming the number, weight and format of Mailing Items for each service; and
  - (d) (if you require) receiving invoices and making payment on your behalf.
- 10.5 The Agent shall act as the day to day contact with us regarding your Mailing Items. Subject to the terms of clause 13.4, the Agent's contact details for such day to day contact shall be the contact details for the Agent's Operational Contact set out in the Operator Access Contract, as amended from time to time in line with the Operator Access Contract.

## **11 Liability**

- 11.1 Unless expressly set out in this contract, we shall have no greater duty, obligation or liability to you than we do to your Agent under the Operator Access Contract.

## **12 Assignment**

- 12.1 Neither of us may assign the benefit of this contract.

## **13 Notices**

- 13.1 All notices and other communications (excluding Invoices) to be served on or given to either party under this contract shall be given in writing and sent by:
- (a) a form of delivery in which delivery must be signed for and recorded by the deliverer, to you at your contact addresses you specify in section 1 of your Agency Customer Application Form and to us at our registered address at 100 Victoria Embankment, London, EC4Y 0HQ; or
  - (b) email to you at the email address you specify in section 1 of your Agency Customer Application Form and to us either:
    - (i) if you are notifying us to terminate this contract, at [agencycustomer@royalmail.com](mailto:agencycustomer@royalmail.com); or
    - (ii) if you are notifying us for any other purpose, at [luisa.fulci@royalmail.com](mailto:luisa.fulci@royalmail.com), or such other postal address or email address as are notified by one of us to the other.
- 13.2 Notices shall be marked for the attention of:
- (a) in your case the contact name specified in section 2 of your Agency Customer Application Form; and



(b) in our case Luisa Fulci, Royal Mail Wholesale.

13.3 A notice is classed as having been given:

(a) if sent by recorded delivery, at the time of delivery; or

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

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

13.4 All notices served under this contract shall be served simultaneously on the Agent by the party serving the notice. The Agent's contact details for notices shall be the contact details for the Agent's Commercial Contact set out in the Operator Access Contract, as amended from time to time in line with the Operator Access Contract. Notice to the Agent shall be given in the same manner set out in this clause 13.

## **14 Law and disputes**

14.1 This contract is deemed to have been made in England and is subject to the laws of England. You and we agree to submit to the exclusive jurisdiction of the courts of England.

## Schedule 18

### Acceptance By Vehicle

**[Note: moved to Schedule 5 (Operational Presentational Facilities) Part 3 in the Updated ALC]**

Where this Schedule forms part of your Contract with us, and where the Segregation by Format Schedule also 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): **[Note: deleted – text simplification]**

#### 1 Background

1.1 This Schedule sets out the terms on which we agree to process Mailing Items:

- (a) that have been presented at an Inward Mail Centre in line with the terms of the Contract and the Segregation by Format Schedule;
- (b) which are presented in Yorks or Tray Dollys (and, for clarity, this does not include Mailing Items which are loose loaded upon arrival at an Inward Mailing Centre and which are then transferred into Yorks or Tray Dollys); and
- (c) the details of which have been reported to us by the vehicle on which they arrived, in line with the terms of this Schedule.

For clarity, the terms of your Contract and the Segregation by Format Schedule will continue to apply to Mailing Items that you hand over at an Inward Mail Centre which you do not present for processing under the provisions of this Schedule.

1.2 This Schedule recognises you as an approved carrier with the authority to report and handover Mailing Items on behalf of other Postal Operators or users who have an Access Contract with us, provided those other Postal Operators or users have registered their valid Letter of Responsibilities with us (Carrier). **[Note: definition moved to Schedule 1 in the Updated ALC]**

#### 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. **[Note: deleted – text simplification]**

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

**[Note: definitions moved to Schedule 1 in the Updated ALC]**

<b>ABV Implementation Timeline</b>	the implementation timeline set out in Annex B to this Schedule; <b>[Note: implementation timeline will now live on the Website]</b>
<b>Carrier</b>	has the meaning set out in paragraph 1.2 of this Schedule; <b>[Note: updated to include full definition]</b>
<b>DSACC</b>	has the meaning set out in the User Guide;
<b>Dual Access Slots</b>	two Access Slots, at least one of which must be an Early Access Slot;
<b>Dual Slot Mail Centre</b>	an Inward Mail Centre at which Dual Access Slots have been agreed between you and us, as set

	out in the ABV Implementation Timeline (or as subsequently agreed between us);
<b>Early Access Slot</b>	has the meaning set out in paragraph 1.2 of Annex A to this Schedule;
<b>Exceptions Process</b>	the Procedures for Handling non-Compliant Postings set out in paragraph 15 of the User Guide;
<b>Handover Day</b>	has the meaning set out in the User Guide;
<b>Segregation by Format Schedule</b>	the terms of Schedule 16: Segregation by Format;
<b>Summary Vehicle Manifest</b>	has the meaning set out in paragraph 16.8 of Annex A to this Schedule;
<b>Tray Dollies</b>	the approved Container used for moving trays in line with the terms of Schedule 12: Tray Dollies Exchange;
<b>Vehicle Declaration</b>	has the meaning set out in paragraph 2.2 of Annex A to this Schedule; and
<b>Vehicle Manifest</b>	has the meaning set out in paragraph 16.3 of Annex A to this Schedule. <b>[Note: updated to include full definition]</b>

### **3 Commencement and duration**

- 3.1 The terms of this Schedule shall take effect from the Access Start Date, or such other date that is agreed between you and us.
- 3.2 The terms of this Schedule shall continue to have effect until the date it is terminated under this Contract or paragraph 8 of this Schedule.

**[Note: consolidated in Clauses 1 of the General Access Terms and Conditions and Schedule 5, Part 1, paragraph 4 in the Updated ALC]**

### **4 Acceptance by Vehicle**

- 4.1 We agree to process your Mailing Items in line with Annex A to this Schedule, and to comply with the terms of this Schedule.
- 4.2 You agree (on your own behalf and as a Carrier) to comply with the terms of this Schedule (including its Annexes).
- 4.3 Unless expressly changed by this Schedule you shall continue to comply with the terms of the Contract, including the User Guide and the Segregation by Format Schedule. **[Note: text updated/parts simplification]**

### **5 The Contract**

- 5.1 The Contract sets out your obligations about how to present Mailing Items to us. Subject to paragraph 4.3 of this Schedule, you must continue to comply with these obligations to the extent they are not changed under this Schedule.
- 5.2 In particular, the Contract sets out procedures for processing your Mailing Items and for handling your Mailing Items that do not comply with the terms of the Contract (including your obligations

under paragraph 5.1 of this Schedule). These procedures shall continue to apply to the extent they are not changed under this Schedule.

- 5.3 For clarity, you and we agree that the terms of sections 9.1, 9.4, 9.8, 9.11 and 13.4 of the User Guide and the terms of paragraphs 16.3 and 16.5 of the Annex to the Segregation by Format Schedule shall not apply between you and us to the extent that those terms directly conflict with the terms of this Schedule.

**[Note: text simplified – see Schedule 5, Par 3, Paragraphs 2 and 3 in the Updated ALC]**

## 6 Segregation by Format Schedule and presentation of Mailing Items

- 6.1 Regardless of any other term of this Schedule, the terms of this Schedule shall only apply:

- (a) where the Segregation by Format Schedule forms part of your Contract with us; and
- (b) to Mailing Items which are presented in Yorks or Tray Dollys.

## 7 Termination

- 7.1 Regardless of any other term of this Contract, either of us may terminate the terms of this Schedule by giving the other not less than seven days' written notice if the other Party commits any material or persistent breach of the terms of this Schedule. **[Note: text amended to give the customer an opportunity to remedy such breach – see Schedule 5, Part 3, paragraph 4 in the Updated ALC]**

- 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 terms of the Segregation by Format Schedule are terminated for whatever reason. **[Note: built into clause 7 of the General Access Terms and Conditions in the Updated ALC]**

- 7.3 Regardless of any other term of this Contract, either of us may terminate the terms of this Schedule by giving the other Party not less than six months' written notice.

- 7.4 For clarity, you and we acknowledge that the termination of the terms of this Schedule shall not automatically result in the termination of the terms of the Segregation by Format Schedule.

- 7.5 Upon termination of the terms of this Schedule, all of the other terms of the Contract that had been changed by this Schedule shall be reinstated and shall have full force and effect. For clarity, if the Segregation by Format Schedule has not been terminated, its terms shall continue to apply.

- 7.6 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. **[Note: consolidated in Clause 8 of the General Access Terms and Conditions in the Updated ALC]**

## 8 Development of Acceptance by Vehicle

- 8.1 You and we recognise that the Acceptance by Vehicle process is pioneering in nature. Either you or we may therefore consider, once this Schedule has taken effect, that the Schedule does not address matters which should be addressed or that the operational elements do not function in a desirable way. If so, you and we agree to work together in good faith to try and resolve any such issues. If you and we fail to agree on how to resolve such issues, the terms of this Schedule may be terminated in line with paragraph 7.3.

- 8.2 You and we recognise that the Acceptance by Vehicle process is a new service offered by us. Therefore you and we agree that the Acceptance by Vehicle process will be introduced in phases to be agreed between you and us acting reasonably and in line with the activities of the ABV Implementation Timeline. **[Note: text simplified – see Schedule 5, Part 3, paragraph 5.2 in the Updated ALC]**

- 8.3 You and we recognise that once you are accessing all Inward Mail Centres under the Acceptance by Vehicle process, you will be providing us with Vehicle Manifests for all Mailing Items you handover to us each Handover Day. As part of the Acceptance by Vehicle process, you and we agree to consider whether the provision of the Vehicle Manifest might operate as a suitable alternative to the Exceptions Process.

## Appendix 1

### Acceptance By Vehicle

#### 15 Acceptance by Vehicle overview

- 15.1 The Acceptance by Vehicle process involves a Carrier who uses or shall use more than one vehicle in one Access Slot to handover Mailing Items to an Inward Mail Centre. For clarity, the term "one vehicle" includes double decker vehicles and draw-bar vehicles.
- 15.2 By entering into this Schedule, you agree to book with us, acting reasonably, and use one additional Access Slot before 10:00am (**Early Access Slot**) at those Dual Slot Mail Centres where the daily volume of Mailing Items you hand over regularly requires you to use more than one vehicle in one Access Slot. When an Early Access Slot has been agreed between us at a Dual Slot Mail Centre, you may change the time of your existing Access Slot with our agreement and in line with the Access Slot change request process set out in the User Guide.
- 15.3 By entering into this Schedule, you agree that, over each Contract Year, on average a minimum of 50% of your annual volume of Mailing Items due for hand over at Dual Mail Centres shall be handed over in your Early Access Slot.
- 15.4 You may change your Access Slots in line with the Access Slot change request process set out in the User Guide, but one of your Dual Access Slots must be an Early Access Slot. All of our Access Slots are subject to availability and may only be booked with our agreement.
- 15.5 If you wish to stop using an Early Access Slot at a Dual Slot Mail Centre you shall formally notify us on at least 60 days' written notice, except where we have given notice in line with clause 13.3.2 of the Contract which affects a Dual Slot Mail Centre, in which case you may have 2 Working Days after the date of such notice to give us notice to stop using the Early Access Slot at that Dual Slot Mail Centre and the effective date of your notice and ours will coincide. Should we subsequently change the effective date of our notice given in line with clause 13.3.2, you shall also be able to change the effective date of your notice to stop using the Early Access Slot, such that the effective dates still coincide. At the end of this notice period, you will revert to one booked Access Slot at the former Dual Slot Mail Centre

#### 16 Your obligations

- 16.1 You shall supply your Daily Posting Docket(s) for each Posting electronically to the DocketHub system or E\*Pro system by 06:30am of the day of each Posting.
- 16.2 Each Working day, you shall accurately declare to us via DocketHub the number of vehicles due to arrive at each Inward Mail Centre for each Access Slot (**Vehicle Declaration**). For Access Slots prior to 09:00, you must upload your Vehicle Declaration no later than half an hour before your due Access Slot, and for Access Slots from 09:00 onwards, you must upload your Vehicle Declaration by 08:30. If you fail to provide, or provide us with an inaccurate Vehicle Declaration, we may not be able to accept your vehicle(s). If it is operationally practical for us to do so, we shall accept the vehicle(s) but we reserve the right to charge you an administrative charge.
- 16.3 In addition to the information set out in the Posting Docket(s), you must give us additional information about each vehicle and the details of which Containers are carried by each vehicle for handover at an Inward Mail Centre (**Vehicle Manifest**).
- 16.4 You must upload a Vehicle Manifest electronically to DocketHub at least 30 minutes before the start of the relevant pre-booked Access Slot for each vehicle.
- 16.5 Each vehicle must bear a unique vehicle identifier that correlates to the Vehicle Manifest specific to that vehicle and which must be visible and legible to us on arrival at the Inward Mail Centre. Any such vehicle identification methodology that does not use vehicle registration number plates must be agreed in writing by us prior to use.

- 16.6 If you do not supply a Vehicle Manifest in line with paragraphs 16.3 and 16.4 of this Annex A, you must inform DSACC immediately. We shall refuse access to any vehicle that arrives at an Inward Mail Centre without having notified us in advance of its consignment by submitting a Vehicle Manifest.
- 16.7 If you have uploaded a Vehicle Manifest but the vehicle fails to arrive during the Access Slot, you must inform DSACC immediately. DSACC shall decide whether the vehicle will be cancelled or may have later access to the Inward Mail Centre. If the vehicle is cancelled, you must confirm to us the identity of the vehicle to be cancelled so that the correct Vehicle Manifest is cancelled.
- 16.8 When a vehicle arrives at an Inward Mail Centre, your driver must carry two copies of a manifest for that vehicle which set out the number of Containers by Container type carried on the vehicle for each Posting (**Summary Vehicle Manifest**). The Summary Vehicle Manifest shall be used in place of the "Summary Manifest" referred to in sections 9.4 and 13.4 of the User Guide and the "Waybill" as referred to in section 9.8 of the User Guide. Two copies of the Summary Vehicle Manifest will be signed, timed and dated by one of our employees after the vehicle is unloaded. One copy will be retained by your driver as a delivery note, and the other by the Inward Mail Centre. For clarity, the handover of Mailing Items and the signing of the Summary Vehicle Manifest shall not constitute our acceptance of the Mailing Items. Our acceptance of a Posting only occurs after we carry out revenue protection checks and any issues have been resolved with you to our satisfaction.
- 16.9 After the Mailing Items have been unloaded from a vehicle, if we identify that the number of Yorks or Tray Dollies is not consistent with the number stated on the Vehicle Manifest, or that the Yorks or Tray Dollies are not labelled in line with the Segregation by Format Agreement, we shall not process the Mailing Items until you have remedied the discrepancy. If you cannot do this, we may refuse the Mailing Items of that vehicle and you shall reload the Mailing Items onto your vehicle and remove them from the relevant Inward Mail Centre. We may require you to pay an administrative charge in these circumstances.

## Appendix 2

### Implementation Timeline

[Note: Moved to the Website]

Activity	Typical time before launch date	Guideline	Date expected	Update at [date]	Date completed
You and we walkthrough requirements of Schedule 18: Acceptance by Vehicle and changes to processes required	- 6 weeks				
We share our systems specification for you to develop your systems accordingly	- 6 weeks				
You and we formally agree list of Dual Slot Mail Centre sites from the list of potential Dual Slot Mail Centres in the table below	- 4 weeks				
You request a preferred 'go live' date for each Inward Mail Centre and we confirm our ability to meet each date (Roll Out Plan)	- 4 weeks				
You and we agree Access Slots for relevant Dual Slot Mail Centres	- 3 weeks				
You provide us with your Vehicle Declaration identification methodology	- 3 weeks				
You conduct systems interface testing and obtain our systems sign off	- 2 weeks				



You provide to us an example of your Vehicle Manifest	- 2 weeks				
You and we agree to add Schedule 18: Acceptance by Vehicle to your Access Letters Contract	- 2 weeks				
You and we agree Roll Out Plan and first start date	- 2 weeks				
Go Live					

**Table: Dual Slot Mail Centres**

**[Note: moved to the Website]**

<b>Mail Centre</b>	<b>Your anticipated go-live date</b>
Birmingham MC	
Bristol MC	
Cardiff MC	
Chelmsford MC	
Chester MC	
Croydon MC	
Dorset MC	
Edinburgh MC	
Gatwick MC	
Glasgow MC	
Greenford MC	
Home Counties North MC	
Jubilee MC	
Leeds MC	
London Central MC	
Manchester MC	
Medway MC	
North West Midlands MC	
Norwich MC	
Nottingham MC	
Peterborough MC	
Portsmouth MC	
Preston MC	
Romford MC	
Sheffield MC	
South Midlands MC	

Southampton MC	
Swansea MC	
Swindon MC	
Tyneside MC	
Warrington MC	

## Schedule 19

### Royal Mail Business Mail Large Letter™

**[Note: moved to Schedule 4 (Standard Services) Part 2 in the Updated ALC]**

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): **[Note: text simplification]**

#### 1 Background

This Schedule sets out the terms on which you and we agree that you may post Business Mail Large Letters™.

#### 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. **[Definitions now set out in Schedule 1 in the Updated ALC]**

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

**Business Mail Large Letters** Mailing Items which are declared by you as Business Mail Large Letters and which meet the criteria set out in this Schedule;

**Business Mail Large Letter Permitted Items** the item exceptions to Goods Fulfilment Large Letters listed on the Website (or any replacement URL) which may be updated by us from time to time in accordance with your Contract, including this Schedule;

**Goods Fulfilment Large Letter** a Large Letter which comprises of or contains anything (including but not limited to printed material) which has an intrinsic or resale value (whether or not it has been paid for by the addressee or other recipient), such as:

- (a) goods and articles sent in fulfilment of an order or request made to the sender, seller or supplier;
- (b) gifts and unsolicited goods;
- (c) collectibles; and
- (d) spares and replacement parts;

**Prohibited Packaging**

- (a) padded envelopes;
- (b) cardboard; and
- (c) any other stiff or inflexible packaging that cannot easily be manually folded.

#### 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:

- (a) the date this Contract is terminated in line with its terms; or

- (b) the date this Schedule is terminated under paragraphs 6.1(c), 7.4(c) or 9 of this Schedule.

**[Note: consolidated in Clause 7 and Schedule 4, Part 2, paragraph 4 in the Updated ALC]**

#### **4 The Business Mail Large Letter Service**

- 4.1 Business Mail Large Letter is a six Working Day delivery service performed Monday to Saturday. We aim to deliver your Mailing Items on the first Working Day after handover and acceptance by us. [Note: consolidated in

#### **5 Specifications for Business Mail Large Letter**

- 5.1 The specifications and requirements set out in this Schedule are in addition to the specifications and requirements contained elsewhere in your Contract, including the User Guide. You must comply with those specifications and requirements in addition to those set out in this Schedule.

**[Note: see Schedule 4, Part 2, paragraph 2 in the Updated ALC]**

- 5.2 To qualify as Business Mail Large Letter Mailing Items you shall ensure:

- (a) that Mailing Items:
- (i) have dimensions which meet the specifications for a Large Letter as set out in the User Guide;
  - (ii) are not Goods Fulfilment Large Letters and, for clarity, Business Mail Large Letter Permitted Items shall not constitute Goods Fulfilment Large Letters for these purposes;
  - (iii) do not comprise of packaging which is Prohibited Packaging; and
  - (iv) comply with the Presentation Specifications of the User Guide;
- (b) that each bag or tray that you use to hand over Business Mail Large Letter Mailing Items to us contains only Business Mail Large Letters. You must not mix Business Mail Large Letters in bags or trays with any other Mailing Items.

- 5.3 Subject to paragraph 5.2.2 above, Containers of Business Mail Large Letters may be presented in Yorks with Containers of other Mailing Items, as long as you use Yorks in line with this Contract.

- 5.4 (Regardless of any other term of this Contract) we may change the list of Business Mail Large Letters Permitted Items on at least 90 days' prior written notice.

#### **6 Failure to meet the specifications**

**[Note: Consolidated with similar provisions for other Services and moved to Clause 3.8 of the General Access Terms and Conditions in the Updated ALC]**

- 6.1 If you hand over Mailing Items as Business Mail Large Letters and we establish to our reasonable satisfaction that the Mailing Items do not comply with all or any of the requirements under this Schedule and the User Guide or that the Business Mail Large Letter Posting does not meet the Business Mail Large Letter specifications, we may either:

- (a) reject the Mailing Items; or
- (b) accept the Mailing Items but charge you the applicable Access Charges for the Access Service specification that those Mailing Items meet; or
- (c) suspend or terminate your right to post Business Mail Large Letters under this Schedule immediately on giving written notice to you.

6.2 We may charge you an additional amount to recover our reasonable costs in undertaking any of the actions referred to in paragraph 6.1.

6.3 We will notify you if we take any of the actions set out in paragraph 6.1.

## 7 Audit and non-compliance

7.1 We must be reasonably satisfied at all times that you can comply, and are complying, with the terms of the Contract in relation to Business Mail Large Letter including the terms of this Schedule. To satisfy us of your ability to comply and your continued compliance with these terms, you agree, among other things, to:

- (a) allow us to carry out a compliance audit in line with paragraphs 7.2 and 7.3 of this Schedule; and
- (b) provide us with the identity of your Originating Customers, Customer Entities and/or Posting Entities on request, provided that we may use this information for the sole and exclusive purpose of auditing the relevant Mailing Items for compliance with this Schedule.

7.2 Before or after you hand over to us a Business Mail Large Letter Posting, or at any time while this Schedule forms part of your Contract, and if requested by us on not less than five Working Days' notice, you agree to allow us to carry out a compliance audit of your supply chain and mailing processes and the supply chain and mailing processes of your Originating Customers, Customer Entities and/or Posting Entities for whom you are handing over Business Mail Large Letters. You shall provide all reasonable assistance that we reasonably require with any such audit, including but not limited to promptly giving us access to your premises, staff, records and processes and to procuring us access to the premises, staff, records and processes of your Originating Customers, Customer Entities and/or Posting Entities where such access is reasonably required by us for the purpose of our audit.

7.3 If we wish to carry out an audit without visiting your premises, you shall co-operate with us by responding fully and promptly to any reasonable requests that we make for information or documentation.

7.4 If we (acting reasonably) consider that you have not complied and/ or cannot comply fully with the terms of the Contract in relation to Business Mail Large Letters including the terms of this Schedule, we may:

- (a) where we can demonstrate that you have not fully complied with the terms of this Schedule and where you have benefitted from the charges available for Business Mail Large Letters, we may require you to pay us:
  - (i) a sum equal to the difference between the aggregate Business Mail Large Letter charges paid and the appropriate Access Service charges that would have been payable by you for such Mailing Items under the Contract for Mailing Items that do not qualify as Business Mail Large Letters; and
  - (ii) our reasonable costs and expenses incurred in carrying out the audit and calculating the amount due from you under paragraph (a) above; and/or
- (b) (regardless of any other term of this Contract) suspend your rights under this Schedule until we are satisfied of your compliance and your ability to comply; and
- (c) (regardless of any other term of this Contract) terminate your rights under this Schedule if we reasonably consider it appropriate.

7.5 Whether or not we carry out an audit, it is your responsibility to ensure all Mailing Items handed over to us as Business Mail Large Letter meet the requirements of this Schedule. **[Note: deleted for simplification]**

## 8 Pricing

- 8.1 Only Mailing Items eligible for Business Mail Large Letter that you hand over to us and we accept will qualify for the Business Mail Large Letter charges.
- 8.2 We publish the Business Mail Large Letter 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.**

**[Note: 11 and 13 of the General Access Terms and Conditions in the Updated ALC]**

## 9 Change and Termination

- 9.1 Regardless of any other term of this Contract, we may change or withdraw the Business Mail Large Letter service on at least 70 days' written notice in which event this Schedule will terminate at the expiry of that notice period.

**[Note: consolidated in Clauses 7, 8 and 13 of the General Access Terms and Conditions in the Updated ALC]**

- 9.2 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.
- 9.3 Regardless of any other term of this Contract, we may terminate the terms of this Schedule on written notice with immediate effect if:
- (a) you fail to pay any Postage, Surcharges, Profile Surcharges or other charges due under this Contract as they fall due; or
  - (b) an Insolvency Event occurs.
- 9.4 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.

## Schedule 20

### Royal Mail Mailmark®

**[Note: Moved to Schedule 8 Royal Mail Mailmark® Part 1 in the Updated ALC]**

Where this Schedule forms part of your Contract with us (the "Contract"), 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 the Contract): **[Note: text simplification]**

#### 1 Background

This Schedule sets out the terms on which you and we agree that you may post Mailing Items using our Mailmark option.

#### 2 Definitions and interpretation

2.1 Schedule 1 to the Contract explains the meaning of some words and phrases used in the Contract, including this Schedule, and sets out some rules of interpretation which also apply to this Schedule. **[Note: definitions now moved to Schedule 1 in the Updated ALC]**

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

<b>Batch</b>	a selection of Mailmark barcode Mailing Items that meet the minimum entry volume requirement for the service being used and which are all of the same format, sortation and machine-readability option. A Batch is submitted to the eManifest;
<b>Batch ID</b>	the unique identifier that is assigned to a Batch once it has been submitted to the eManifest;
<b>Bill Payer</b>	the Participant in the Supply Chain that is responsible for paying Royal Mail for the Mailmark Mailings;
<b>Carrier</b>	the Participant in a Supply Chain responsible for carrying the Mailmark Mailings;
<b>eManifest</b>	an electronic file created via the eManifest Handling System (eMHS) for each Supply Chain per Working Day. A Batch or Batches are submitted to the eManifest, and once confirmed the eManifest contains a record of your Mailmark Mailing Items which is used to provide eManifest and Batch level reporting;
<b>eManifest Handling System (eMHS)</b>	the web based interface which enables the creation of the eManifest and is used for all actions relating to the eManifest (such as submitting Batches);
<b>eManifest User Guide</b>	the Mailmark eMHS implementation guidelines;
<b>eManifest ID</b>	the unique identifier that is assigned to an eManifest once that eManifest has been created;
<b>Mailmark barcode</b>	a barcode which is either a Royal Mail 2D data matrix barcode or a Royal Mail 4-state barcode which contains encoded data and offers eManifest and Batch level reporting;
<b>Mailmark IP</b>	intellectual property rights in the Reports (and the information in them) and the brands Royal Mail Mailmark® and Mailmark™;



<b>Mailmark Mailing(s)</b>	a Batch or multiple Batches of Mailmark barcode Mailing Items declared on the eManifest;
<b>Mailmark option</b>	an option for making Letter and Large Letter format Mailing Items machine-readable, involving the addition of a Mailmark barcode on each Mailing Item to make that item uniquely identifiable. The Mailmark option provides eManifest and Batch level reporting;
<b>Mailmark Surcharge</b>	an adjustment charge payable in relation to non-compliant Mailmark Mailing Items, as published on our Website and as may be amended from time to time; <b>[Note: defined term is now "Mailmark Adjustment"]</b>
<b>Mail Originator</b>	the Participant in the Supply Chain on whose behalf the Mailmark barcode Mailing Items are being produced and delivered;
<b>Mail Producer</b>	the Participant in the Supply Chain that is responsible for producing (including printing and enclosing) the Mailmark barcode Mailing Items; <b>[Note: Defined term used in relation to this definition is Mailmark Mail Producer]</b>
<b>Overlay Report</b>	an electronic file uploaded by a Participant that links the details of one or more Mailmark Mailings with a relevant UCID Posting declared on the Posting Docket. The layout and format of this file is specified by us and we may change this during the life of this schedule;
<b>Participant</b>	for a Mailmark Mailing, the Participant is each of the Bill Payer, Carrier, Mail Originator, and Mail Producer that together make up a Supply Chain;
<b>Reports</b>	the eManifest and Batch level reports relating to your Mailmark Mailings that are produced by Royal Mail's systems when you use the Mailmark option;
<b>Supply Chain</b>	the combination of all of the four Participants (Bill Payer, Carrier, Mail Originator, Mail Producer) that is required for each Mailmark Mailing relating to those specific Participants; and
<b>Supply Chain ID (SCID)</b>	the unique identifier assigned to each Supply Chain.

### 3 Commencement and duration

3.1 The terms of this Schedule shall take effect from the *[insert date]*

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

- (a) the date the Contract is terminated in line with its terms; or
- (b) the date this Schedule is terminated under paragraph 10 or paragraph 9.5.2 of this Schedule.

**[Note: Consolidated with Clauses 1 and 8 and Schedule 6, Part 1, Paragraph 6 in the Updated ALC]**

### 4 The Mailmark option

4.1 The Mailmark option is available for use with Access 70 sortation.

## 5 Specifications for the Mailmark option

5.1 The specifications and requirements set out in this Schedule are in addition to the specifications and requirements contained elsewhere in the Contract, including the User Guide. You must comply with those specifications and requirements in addition to those set out in this Schedule.

**[Note: text simplified]**

5.2 To qualify your Mailmark Items or Mailmark Mailings (as the case may be) for the Mailmark option you shall ensure that:

(a) each Mailing Item:

- (i) has a Mailmark barcode printed on it in addition to any other marks that are required for the Access 70 Mailing Item in question;
- (ii) has a Mailmark barcode printed on it in a manner and location and in accordance with the specifications, as set out in the User Guide; and
- (iii) meets either the Letter or Large Letter format, as set out in the User Guide;

(b) for each Mailmark Mailing:

- (i) a Batch or multiple Batches are submitted to an eManifest via the eManifest Handling System in accordance with the Mailmark Appendix of the User Guide and the eManifest User Guide referenced within it and accessed via our Website;
- (ii) Mailmark barcode Mailing Items are presented to us in accordance with the Presentational Specifications of the User Guide;
- (iii) Mailmark barcode Mailing Items are presented in Containers which all contain exclusively Mailmark Mailing Items. Other than for Advertising Mail Postings, you may mix Mailing Items with different mailing pack designs in a single Container as long as they all belong to the same service, format and UCID (but not necessarily Batch) and as long as they appear on the same eManifest;
- (iv) all Mailing Items within a Container must have the same SCID with the exception of consolidated Mailmark Mailings made up of Mailing Items originally from different Supply Chains, which may have different SCIDs if an Overlay Report is provided. A Participant must provide an Overlay Report if Mailmark barcoded Mailing Items are not posted as originally expected and are instead put through a consolidation machine to make up a new Mailmark Mailing;
- (v) Advertising Mail Mailmark barcode Mailing Items submitted as a Batch on the eManifest must only contain Mailing Items of the same pack design. For clarity, you may submit multiple Batches, provided that each Batch contains Mailing Items of the same pack design; and
- (vi) you must use the correct SCID relevant to a Supply Chain. If you use an incorrect SCID then Participants from other Supply Chains may have access to your Reports and/or the wrong Bill Payer may be invoiced and if, due to your incorrect usage of the SCID, we incur any costs, expenses, demands, claims or liabilities in connection with Participants from other Supply Chains accessing your Reports and/or the wrong Bill Payer being invoiced, you agree to indemnify us for those costs, expenses, demands, claims and liabilities;

(c) only one eManifest is uploaded per SCID, per Working Day, to the eManifest Handling System. For clarity, a single eManifest may declare a Mailmark Mailing made up of a single Batch or multiple Batches, or if the same Supply Chain has more than one Mailmark Mailing to be posted on the same day, the eManifest may contain multiple Mailmark Mailings provided that each Mailmark Mailing relates to the same SCID;

- (d) each eManifest is created and confirmed in accordance with the Mailmark Appendix of the User Guide and the eMHS User Guide;
  - (e) you upload all Mailmark Mailing Items on your Daily Posting Docket to DocketHub. For clarity the Docket declaration that you submit is separate and in addition to the eManifest and you cannot use E\*Pro (or any other method of providing a Docket to us other than DocketHub, unless we agree otherwise with you). You must submit the correct eManifest ID and the correct SCID against each bag, tray or other Container on the Daily Posting Docket using the fields provided for those purposes; and
  - (f) you will not insert any words or terms into the free text fields in the eManifest which may appear in the resulting Reports which, in our opinion, damage or may damage our reputation or business or the reputations or businesses of any member of the Royal Mail Group or which may result in any costs, expenses, demands, claims or liability being asserted or assessed against any member of the Royal Mail Group and/or any of their respective directors, officers, employees, agents and/or representatives.
- 5.3 To qualify your Mailmark Items and Mailmark Mailings for the Mailmark option, you agree that, in addition to the matters listed in paragraph 5.2 and in respect of each of your Mailing Items and each of your Mailmark Postings, you accept the Mailmark Participant Terms and Conditions so that you are a Participant in a Supply Chain.

## **6 Reporting**

- 6.1 We will provide you with web-based access to the Reports. It is your responsibility to ensure that you do not share your log-on credentials (username and password) with any other person and, once a web-based session is initiated, to ensure that you do not allow any other person access to that session. If, as a result of you sharing your log-on credentials and/or allowing another person access to a web-based session, we incur any costs, expenses, demands, claims or liability, you agree to indemnify us for those costs, expenses, demands, claims and liabilities.
- 6.2 The information in the Reports is an indication of the performance of a Batch. The Mailing Item level information cannot be used or relied on for refund applications or other quality of service or loss, damage or delay compensation purposes.
- 6.3 There will always be a proportion of Mailing Items that are not read by our processing machines. Without limiting paragraph 6.4, no warranty is given or implied by law or otherwise that the information in the Reports will be 100% accurate, complete or fit for purpose. By using the Mailmark option you accept that we will not be able to report on every Mailing Item and you agree not to seek refunds or make other claims for Mailing Items that have not been read and/or reported on.
- 6.4 Our reporting system has undergone rigorous testing to ensure that the Reports we provide you with are accurate. However, as there will always be circumstances beyond our control and other occurrences and events which may affect the Reports and/or the information in them, we give no warranties in relation to the Reports and/or the information in them and any warranties in relation to them or their information which may be implied by law or otherwise, are excluded to the extent permitted by law.
- 6.5 We will not be required to discuss queries relating to the Reports, Mailmark Surcharges and related invoice queries with any Participant within the Supply Chain other than the Bill Payer unless the Bill Payer nominates, on not less than two Working Days' written notice, another Participant within the Supply Chain in which case we will discuss these Access Charges with that other nominated Participant only.
- 6.6 We will hold information relating to any Access Charges charged to you in line with paragraph 9 for a maximum of sixty (60) days, and if you wish to discuss these Access Charges with us after the sixty (60) days it is your responsibility to provide us with a complete and accurate copy of all relevant information relating to these Access Charges.

6.7 We will hold other detailed reporting information relating to your Mailmark Mailings, which may be destroyed by us after ninety (90) days.

6.8 In instances of non-compliant Royal Mail Advertising Mail® Postings, we will use the information in the Reports to assist us to measure your compliance with paragraph 5.2.2 (e) of this Schedule and with the Contract, to the extent that the Reports inform us of the posted volume, item weight and Access Service of each Batch. The Reports, if needed, will be used to determine the extent of any non-compliance to a UCID Posting.

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

7.1 You acknowledge that Royal Mail is the owner of the Mailmark IP and you do not acquire and are not granted any rights to use the Mailmark IP other than as expressly set out in the Contract.

7.2 You may only use the Reports in accordance with the terms of the Contract and you may only share the Reports with third parties for use solely in connection with the posting of Mailing Items under the terms of the Contract and not for any other purpose. You will ensure that any third party with whom you share the Reports (or extracts) is made aware of and agree to comply with the obligations in this paragraph 7 as if such third party were you.

7.3 You may only use the Mailmark IP trademarks in connection with the Mailmark option and in the form stipulated by us and you will observe any directions given by us as to colours and size or representations of such trademarks. All rights in and to the Mailmark IP trademarks (including any goodwill arising from your use of the Mailmark IP trademarks) will belong to Royal Mail.

7.4 You may not remove or obscure any Mailmark IP or Intellectual Property Rights notices relating to the Mailmark IP included by us in any Report and you must acknowledge Royal Mail's ownership of the Intellectual Property Rights in the Mailmark IP in the form and manner reasonably required by Royal Mail from time to time.

## **8 Posting Performance**

8.1 Failure to meet the required minimum level of address, Postcode and DPS accuracy as set out in the User Guide will result in us taking one or more of the actions set out in paragraph 9.2.

8.2 The performance of your Mailmark Mailing is optimised when:

- (a) each Mailing Item is well designed in accordance with the Mailmark Appendix of the User Guide;
- (b) the address and Postcode on the Mailing Item is consistent with the Postcode and DPS in the Mailmark barcode on each Mailing Item and in the eManifest;
- (c) all address, Postcode and DPS elements match the correct record held in PAF®; and
- (d) all Mailing Items have been correctly sorted and presented to the relevant Mail Centre in line with the Presentation Specifications of the User Guide.

8.3 If poor Mailing Item design means that Mailing Items require manual or other intervention or we find address, Postcode and/or DPS accuracy below the accepted tolerances that are specified in the Mailmark Appendix of the User Guide then a Mailmark Surcharge will be payable.

8.4 If Mailing Items have not been correctly sorted and presented to the relevant Mail Centre (Missorts), and these are identified by us during processing of the Mailing Items, we shall forward those Mailing Items to the correct Mail Centre. The Mailing Items affected will be charged the relevant Mailmark Surcharge as published on the Website.

8.5 Regardless of any other term of the Contract, if you incur Mailmark Surcharges relating to poorly designed or poorly addressed Mailing Items, or Missorts, we will correct your Docket and raise

adjustment charges. Such Docket corrections and adjustments may appear on a later invoice than the invoice relating to the initial Docket of the affected Mailmark Mailings.

## 9 Failure to provide Mailmark Mailing Items that can be efficiently processed

9.1 The Mailmark option is designed for Mailing Items that can be processed through our automation machines. Our machines are designed to read them and create eManifest and Batch level reports.

9.2 The User Guide will assist you in designing your Mailing Items to meet our machine-readable requirements. If we establish to our reasonable satisfaction that you have not complied with one or more of your obligations in this Schedule and/or the User Guide, and/or the Mailing Items in your Mailmark Mailing require manual or other intervention, we will have the right, without prejudice to our rights set out in Schedule 2 of the Contract, to do one or more of the following:

- (a) hold the Mailing Items until you give us complete and accurate documentation;
- (b) allow you to hand over the Mailmark Mailing Items but charge you the applicable Access Charges for the Access service specification that those Mailing Items actually meet;
- (c) where possible, rectify the non-compliant Mailmark Mailing Items and accept those Mailing Items as rectified provided that you shall pay a Surcharge and/or Mailmark Surcharge on those Mailing Items relative to the non-compliance in line with the User Guide; or
- (d) reject the Mailmark Mailing Items or;
- (e) if the number of non-compliant Mailmark Mailing Items exceeds 25% of the total volume of a Mailmark Mailing in a day, request an improvement plan for the affected Supply Chain. If the improvement plan fails to achieve 75% compliance within the agreed time, we will suspend the Supply Chain until such time it achieves 75% compliance.

9.3 For Mailing Items posted under this Schedule we will continue with the manual Revenue Protection that we apply currently on Mailing Items at handover and we will continue to apply Docket adjustments and/or Surcharges for any non-compliance in the same manner as we do today, except where, at handover, we identify non-compliance related to the machinability of your Mailing Items. In these incidences of non-compliance we will only apply an adjustment and/or a Surcharge, by making a retrospective adjustment to the relevant Docket, where our in-process Revenue Protection supports that adjustment. If we identify non-compliance related to the machinability of your Mailing Items and our in-process Revenue Protection does not support that adjustment we would not apply any Surcharges.

9.4 Regardless of any other term of the Contract, you agree to become subject to Mailmark Surcharges in line with paragraph 9.2(c) from the date specified in paragraph 3.1.

9.5 If you repeatedly hand over Mailmark Mailing Items that cannot be machine-processed and so require manual or other intervention, we may in addition to the actions set out in paragraph 9.2:

- (a) cease to provide the Mailmark option to you; and/or
- (b) terminate this Schedule immediately.

**[Note: Consolidated with similar provisions for other Services and moved to Clause 3.8 of the General Access Terms and Conditions in the Updated ALC]**

9.6 We will notify you by email if we take any of the actions set out in paragraphs 9.2 and 9.5.

9.7 Notification of actions taken under paragraph 9.2 will be made as soon as reasonably practicable but this may be several days after the day of posting and will certainly be after agreement of the Client Report. You agree that for a Mailmark Mailing we may take any of the

actions permitted by this paragraph 9 even if the Client Report for that Mailmark Mailing has already been agreed.

- 9.8 Surcharges and Mailmark Surcharges will appear on an invoice raised after we have notified you of them.

## 10 Changes and termination

- 10.1 Regardless of any other term of the Contract, except clause 13.2.3, we may change the terms of this Schedule by giving you at least seventy (70) days' written notice (or sooner if you and we agree in writing).

- 10.2 Regardless of any other term of the 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 this Schedule as long as, where the breach can be remedied, it has not been remedied within thirty (30) days of the Party in breach having been notified of the breach by the other and asked to take steps to remedy the breach.

- 10.3 Regardless of any other term of the Contract, you may terminate the terms of this Schedule by giving us at least thirty (30) days' notice in which event this Schedule will terminate at the expiry of such notice period.

- 10.4 Regardless of any other term of the Contract, we may terminate the terms of this Schedule by giving you at least one hundred and twenty (120) days' notice in which event this Schedule will terminate at the expiry of such notice period.

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

**[Note: Consolidated with clause 8 of the General Access Terms and Conditions in the Updated ALC]**

## 11 Pricing

- 11.1 Only Mailing Items eligible for posting using the Mailmark option that you hand over to us and we accept will qualify for the Mailmark option prices.

- 11.2 The Mailmark option prices are published on the Website. **[Note: consolidated in clause 11 of the General Access Terms and Conditions in the Updated ALC]**

## Schedule 21

### Digital Stamps

**[Note: moved to Schedule 5 (Operational Presentational Facilities) Part 5 in the Updated ALC]**

Where this Schedule forms part of your Contract with us (the "**Contract**"), 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 the Contract): **[Note: text deleted as simplification]**

#### 1 Background

1.1 This Schedule sets out the terms on which you and we agree that you may use digital reproductions of Royal Mail standard stamp designs, cancellation marks and the Royal Mail Cruciform on Mailing Items as illustrated in the Annex (the "**Digital Stamp Indicator**").

#### 2 Definitions and interpretation

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

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

**[Note: Definitions now moved to Schedule 1 in the Updated ALC]**

**Digital Stamp Indicator:** has the meaning given in clause 1.1;

**Digital Stamp Design Specification:** has the meaning given in clause 6.1 **[Note: the specification is now set out in the User Guide];**

#### 3 Commencement and duration

3.1 The terms of this Schedule shall take effect from **[INSERT DATE]** or such later date that is agreed in writing between you and us.

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

- (a) the date the Contract is terminated in accordance with its terms; and
- (b) the date this Schedule is terminated under the Contract.

**[Note: Consolidated with clauses 7 and 13 of the General Access Terms and Conditions in the Updated ALC]**

#### 4 Service Specification

4.1 If you comply with your obligations under the Contract, including the User Guide and this Schedule, we will permit you to use Digital Stamp Indicators.

4.2 Digital Stamp Indicators must only be used on Mailing Items posted under Royal Mail Mailmark®. Your Mailing Items will therefore need to meet the Royal Mail Mailmark® specification.

#### 5 The Contract

5.1 The Contract sets out your obligations about how to present Mailing Items to us. You must continue to comply with those obligations to the extent they are not changed by this Schedule.

- 5.2 In particular, the Contract sets out procedures for processing your Mailing Items and for handling your Mailing Items that do not comply with the terms of the Contract (including your obligations under this Schedule). These procedures shall continue to apply to the extent that they are not changed by this Schedule.

**[Note: deleted for simplification]**

- 5.3 If you do not comply with the terms of this Schedule in your use of Digital Stamp Indicators on Mailing Items and, as a consequence, your Mailing Items are not machine-readable and require manual or other intervention, we may apply a Surcharge. Surcharges will appear on an invoice raised after we have notified you of them in accordance with the terms of the Contract.
- 5.4 You agree that the protections afforded to a Royal Mail Access Indicator under the Contract will also apply to each Digital Stamp Indicator (including but not limited to clauses 15 and 16).

## 6 Your Obligations

- 6.1 The detailed guide for the design, approval, print and production of the Digital Stamp Indicator is set out in the Annex to this Schedule (the "**Digital Stamp Design Specification**").
- 6.2 In respect of each Mailing Item that uses a Digital Stamp Indicator, you shall ensure that the design, print and production of the Digital Stamp Indicator used complies with the requirements of the Digital Stamp Design Specification.
- 6.3 You will only use the Digital Stamp Indicator in connection with your posting of Mailmark Mailings in accordance with this Schedule and the Contract. **[Note: deleted as text simplification]**
- 6.4 You agree to cooperate with us and satisfy our reasonable requests for information and samples for the purposes of us maintaining quality control. You agree to provide to us the dates of each of your mailings that use Digital Stamp Indicators and the Inward Mail Centres used for such mailings.
- 6.5 We reserve the right to withdraw any of the Digital Stamp Indicators. If we do so, then we will give you not less than seven days' prior written notice of such withdrawal and shall process Mailing Items using the withdrawn Digital Stamp Indicator for up to 60 days following the date of the withdrawal notice.
- 6.6 You and we agree that the terms of the User Guide shall not apply between you and us to the extent that those terms directly conflict with the terms of this Schedule.

## 7 Changes and Termination

- 7.1 Regardless of any other term of the Contract, except clause 13.2.3, we may change the terms of this Schedule by giving you at least seventy (70) days' prior written notice (or sooner if you and we agree in writing).
- 7.2 Regardless of any other terms of the 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 this Schedule if, 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.
- 7.3 Regardless of any other term of the Contract, either of us may terminate the terms of this Schedule by giving the other Party not less than 30 days' prior written notice.
- 7.4 Upon termination of the terms of this Schedule, all of the other terms of the Contract that had been changed by this Schedule shall be reinstated and shall have full force and effect.
- 7.5 Termination of this Schedule by either of us (for any reason) shall not affect any rights which either of us may have under this Schedule before the date of termination.



**[Note: consolidated in clauses 7 and 8 of the General Access Terms and Conditions in the Updated ALC]**

## Appendix

### Royal Mail Wholesale Digital Stamp Design Specification

#### Introduction

This document contains the design and specification requirements for the Royal Mail Wholesale Digital Stamp Indicia.

All design requirements contained in this specification must be met for all Mailing Items using a Digital Stamp Indicium.

Customers who have an Access Contract with Royal Mail and would like to use the Wholesale Digital Stamp Indicia on their Mailing Items must first enter into a Digital Stamp agreement with Royal Mail in the form of a new schedule to the Customer's Access Contract. Customers who post with an Access postal provider and would like to use Digital Stamp Indicia on their Mailing Items must check with their Access postal provider to confirm that they have a Wholesale Digital Stamp agreement in place with Royal Mail.

Customers must ensure that the supplier that will be printing their Mailing Items with a Digital Stamp Indicium has been approved by Royal Mail Wholesale as being capable of achieving the required design specification. Approval will be supplier site-specific and specific to the design specification for a particular Digital Stamp Indicium. A list of approved suppliers is published at <https://www.royalmailwholesale.com/digital-stamp/>.

#### The Digital Stamp Designs

You have a choice of Digital Stamp Indicia to use. For each Digital Stamp Indicium, we provide artwork comprising the Stamp image, the cancellation marks and the Royal Mail cruciform and 'Delivered By' text. You will need to add the Access Licence Number for the relevant Access Contract. Please see Appendix A for a list of available Digital Stamp Indicia and stamp artwork dimensions.

New Digital Stamp Indicia will be made available from time to time and we will notify you as and when these new Indicia are issued. Your print supplier will need to gain approval in order to be authorised to print a new Digital Stamp Indicium.

To request "Digital Stamp Artwork" please contact [accessdigitalstamp@royalmail.com](mailto:accessdigitalstamp@royalmail.com)

#### Mandatory Design Requirements

- **Artwork**

Only Digital Stamp artwork issued by us can be used. You must ensure that the correct Access Licence Number (C9 number) relevant to the Access Contract you use for the mailing is added to the artwork in the position detailed in Appendix A to this document.

Artwork must be produced in full colour to 300dpi for printing with the colour remaining consistent with the artwork issued.

Artwork must meet the exact dimensions of the Digital Stamp artwork. Please see Appendix A – Stamp Artwork.

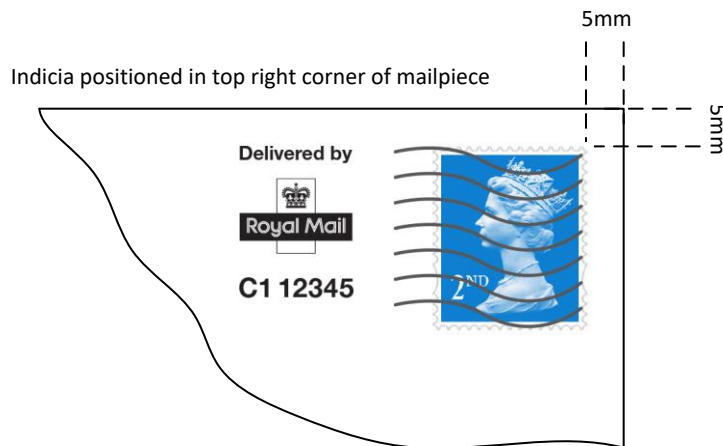
- **Envelope Material Properties**

To ensure accurate colour reproduction of the Digital Stamp Artwork, the envelope must be manufactured from a white, coated material. If you intend to print an overall colour to the envelope, the Digital Stamp Indicium must be printed onto a white background and contain a white border which provides a 5mm clear zone free from print. The envelope material must have the following properties:

- (a) The white substrate must have a brightness value of a minimum of 75% when measured using BS EN ISO 2470 Measurement of Diffuse Blue Reflectance Factor (ISO Brightness) of Paper and Board.
- (b) The white substrate must have an opacity value of a minimum of 75% when measured using BS EN 2471 Opacity (Paper Backing) of Paper and Board by the Defuse Reflectance Method.

- **Layout and Positioning**

The Digital Stamp Indicium must be printed 5mm from the top and right hand edge of the envelope.



Note: A printing tolerance of +/- 2mm is permitted

- **Dimensions and layout specification**

The following requirements must be met:

	Digital Stamp
Stamp position from Right Hand Edge of envelope (mm)	5 (+/-2mm)
Stamp position from TOP of envelope (mm)	5 (+/-2mm)
Font for Access Licence Number (printed in black)	Helvetica Neue Regular
Font size for Access Licence Number (mm)	10pt
White border clear zone around the extremities of the Digital Stamp Indicia	5mm
Print DPI	300 x 300
The maximum skew for the whole Digital Stamp Indicium from the horizontal axis	± 3o

For customers who want to add the Customer Access Indicator design that relates to the Access Contract used for the mailing, please position it to the left of the Digital Stamp Indicium and ensure the 5mm white border clear zone is maintained.

Digital Stamp Indicia specified for:

- (a) Letters must only be used for Mailing Items to be posted as Letters; and
- (b) Large Letters must only be used for Mailing Items to be posted as Large Letters.

### **Mailmark barcode**

The Digital Stamp Indicia must only be used on Mailing Items posted under Royal Mail Mailmark® and as such, your items need to meet the Royal Mail Mailmark® specification. Your undertaking to use Royal Mail Mailmark® approved Letter services will be evidenced by you providing us with your Royal Mail Mailmark® participant's ID number on your seed/sample acknowledgment form.

### **Customer and print supplier approval process**

If you are using a print supplier, prior to using a Digital Stamp for the first time, you should check that your print supplier's production site has been approved by us for Digital Stamp printing of that Digital Stamp Indicia. You can check at <https://www.royalmailwholesale.com/digital-stamp/>

If your print supplier has not yet been approved for producing the Digital Stamp, they need to follow the process below:

- 1 Contact [accessdigitalstamp@royalmail.com](mailto:accessdigitalstamp@royalmail.com) who will outline all steps of the process and work with you and/or your print supplier to obtain approval;
- 2 The Digital Stamp Indicia artwork designs and the Digital Stamp approval application form is available on request from [accessdigitalstamp@royalmail.com](mailto:accessdigitalstamp@royalmail.com);
- 3 From the artwork and specification, your print supplier will need to produce a copy of each of the Digital Stamp Indicia intended to be used:
  - (a) the classic second class letter stamp design;
  - (b) the classic second class large letter stamp design; and
  - (c) each Special Stamp image.

Epson prints are acceptable; however, the envelope material properties of this specification must be met to obtain reproduction of the image to the satisfactory standard.

The physical copies of the Digital Stamp designs need to be sent, along with the Digital Stamp approval application form, to us at the following address for approval:

RM Digital Stamp Approval Team  
Royal Mail Wholesale  
4th Floor  
185 Farringdon Road  
LONDON  
EC1A 1AA

We will notify you if new stamp designs are made available. The approval process must be followed for all suppliers and customers wishing to use new designs.

- 4 We shall notify our approval to you and the print supplier. If approval is not given, we will advise you and the print supplier about the issues we identified. Revised copies will have to be submitted to us if you would like us to consider your application for approval again.
- 5 Once the print supplier's production site has been approved we will add their details to <https://www.royalmailwholesale.com/digital-stamp>. The published details are: supplier name; approval site; contact details; and approved Digital Stamp Indicia. Print suppliers must specify to us on the Digital Stamp approval application form if they do not want their details published on the website.

Following approval, the print supplier is permitted to use the approved Digital Stamp Indicia on all Royal Mail Mailmark® Mailing Items printed at the approved print production site provided that the terms set out in the approval application form and the Digital Stamp Design Specification continue to be met. Royal Mail may issue additional Digital Stamp Indicia or amend existing Digital Stamp Indicia from time to time. For the avoidance of doubt, there is no requirement for an approved print supplier's site to gain further approvals unless the print supplier wants to use a new Digital Stamp Indicia.

Print suppliers are able to seek approval independent of a posting customer.

### **Providing Seeds**

- You will need to ensure that we are provided with a seed of each Digital Stamp mailing that you post so we can verify that the Digital Stamp Design Specification is being met on an ongoing basis. If you are unable to provide us with a seed mailing, we will accept a sample item from each mailing using the Digital Stamp Indicia (to be sent to us on the first day of posting). Customer UCIDs must be included within the seed address.

The address for samples/seeds is:

RM Digital Stamp Sample/[Insert Customer UCID]  
RM Digital Stamp Team  
PO Box 73733  
LONDON  
EC1P 1JX.

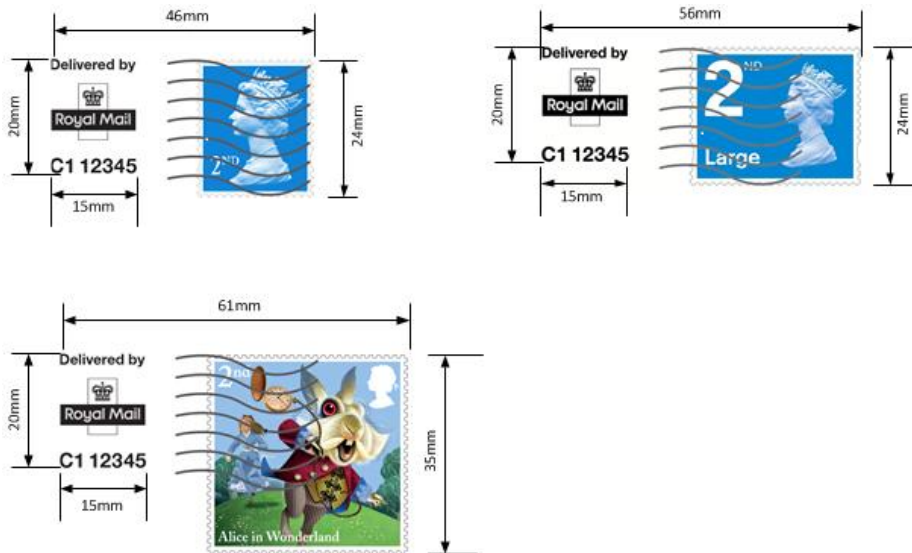
### **Assistance and contacts**

For any assistance with the Digital Stamp design specification, please contact [accessdigitalstamp@royalmail.com](mailto:accessdigitalstamp@royalmail.com)

## APPENDIX A – Digital Stamp Artwork

- For each Digital Stamp design, we provide artwork comprising the Stamp image, the cancellation marks, the Royal Mail cruciform and 'Delivered By' text.
- Only Digital Stamp artwork issued by us can be used.
- You must ensure that the correct Access Licence Number (C9 Number) relevant to the Access Contract you use for the mailing is added to the artwork in the position detailed below.
- Font and size for the Access Licence Number is 'Helvetica Neue Regular 10p't which must be printed in black.
- Artwork must be produced in full colour to 300dpi for printing with the colour remaining consistent with the artwork issued.
- Artwork must meet the exact dimensions of the Digital Stamp artwork.
- All aspects of the Digital Stamp Design Specification must be met in full for all mailings.

### Available Digital Stamp Designs and associated dimensions



## Schedule 22

### York Leasing

**[Moved to Schedule 6 (Container Options) – the text has been generally consolidated to include both ALPS and York Leasing in Part 4 of Schedule 6 in the Updated ALC]**

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): **[Note: text simplification]**

#### 1 Background

You have asked to lease Royal Mail Yorks from us for the purpose of handing over Mailing Items to us at our Inward Mail Centres. This schedule sets out the terms on which you and we agree that you may lease those Royal Mail Yorks from us.

#### 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. **[Note: definitions moved to Schedule 1]**

2.2 In addition, the words and phrases used specifically in this schedule are defined in the table below:

**Agreed Lease Pool** means the total number of Leased Yorks that are available to you to use in accordance with the terms of this schedule, being:

(a) for the remainder of the first calendar year following the Start Date, the number of Royal Mail Yorks that we agree to lease to you on the Start Date, as set out in your York Lease Application Form pursuant to 4 of this schedule; and

(b) for each subsequent calendar year thereafter, such number of Yorks as may be agreed between you and us pursuant to paragraph 9 of this schedule;

**[Note: Limb (c) added "c) in each of the above cases for ALPS only, as may be increased from time to time pursuant to paragraph 2 of Part 4 (ALPS and Yorks Leasing) of Schedule 6 in the Updated ALC]**

**Annual Lease Charge** means the annual charge, as calculated under paragraph 8.3 below, to be paid by you for the lease and maintenance of Leased Yorks under this schedule;

**Annual Review Meeting** has the meaning given to it in paragraph 9.1 of this schedule;

**Annual Total Per York Fee** means a sum equal to the Annual Per York Lease Fee and the Annual Per York Maintenance Fee;

**Annual Per York Lease Fee** means the annual leasing charge for each Leased York, which is published on our Website as at the Start Date and amended from time to time in accordance with the terms of the Contract;

**Annual Per York Maintenance Fee** means the annual charge for the maintenance of each Leased York, which is published on our Website as at the Start Date and

	amended from time to time in accordance with the terms of the Contract;
<b>Associate</b>	means in relation to either Party (i) any Affiliate of that Party or (ii) an agent (including a franchisee or owner-driver) of that Party engaged by that Party to fulfil its obligations under the Contract;
<b>Excess Leased Yorks</b>	has the meaning set out in paragraph 7.5 of this schedule;
<b>Fair Wear and Tear</b>	means incremental deterioration to the straps, wheels and brakes of the Leased Yorks that occurs naturally and inevitably as a result of their normal use or aging; <b>[Note: term will be in accordance with its natural meaning]</b>
<b>Leased York</b>	means a Royal Mail York that we lease to you from time to time in accordance with the terms of this schedule, including any Excess Leased Yorks;
<b>Price</b>	has the meaning given to it in your Transitional Arrangement (if you are a Transitional Customer);
<b>Royal Mail Yorks</b>	Yorks that we own and are willing to lease to you under this schedule; <b>[Note: definition now refers to Royal Mail Yorks that RMG "own, lend, hire and/or are willing to lease"]</b>
<b>Sold York</b>	has the meaning given to it in your Transitional Arrangement (if you are a Transitional Customer);
<b>Start Date</b>	has the meaning given to it in paragraph 3.1 of this schedule;
<b>Transitional Arrangement</b>	means, if you are a Transitional Customer, your written agreement with us setting out the process by which we have agreed for the transitional: <ul style="list-style-type: none"> <li>(a) sale by you (and purchase by us) of certain Customer Yorks previously used to hand over mail to us under the terms of Schedule 11 (York exchange); and</li> <li>(b) leasing by us of an equivalent number of Royal Mail Yorks under this schedule to replace those purchased Customer Yorks;</li> </ul>
<b>Transitional Customer</b>	means a customer who has entered into a Transitional Arrangement with us;
<b>Transitioned Yorks</b>	means, if you are a Transitional Customer, those Royal Mail Yorks that are to be leased to you pursuant to this schedule in replacement of the Sold Yorks, as identified in your Transitional Arrangement; and
<b>York Usage Data</b>	means: <ul style="list-style-type: none"> <li>(c) the following data for each calendar year to be recorded and provided by you: <ul style="list-style-type: none"> <li>(i) by month, your average daily handover volume of Yorks under the Contract;</li> </ul> </li> </ul>



- (ii) by month, your average peak day handover volume of Yorks under the Contract; and
- (iii) by month, the daily volume of Yorks you use upstream; and
- (d) the following data for each calendar year to be recorded and provided by us:
  - (i) by month, your average daily handover volume of Yorks under the Contract;
  - (ii) by month, your average peak day handover volume of Yorks under the Contract; and
  - (iii) by month, the total number of Royal Mail Yorks allocated to you under the Contract.

**[Note: definition consolidated]**

### **3 Commencement and duration**

3.1 The terms of this schedule shall take effect:

- (a) from the Access Start Date where you are entering into this schedule at the same time as entering into the Contract; or
- (b) from such other date that is agreed between you and us,  
(in each case, the **Start Date**).

3.2 Unless stated to continue after termination of this schedule, the terms of this schedule shall continue to have effect until the date it is terminated under this Contract or paragraph 11 of this schedule.

**[Note: above consolidated in clauses 7 and 13 of the General Access Terms and Conditions and Schedule 6, General Section, paragraph 7 in the Updated ALC]**

### **4 Transition process**

4.1 Where you are a Transitional Customer and you comply with your obligations under this Contract including the User Guide and this schedule, we shall lease to you a number of Royal Mail Yorks on the terms of this schedule equal to the number of those Sold Yorks purchased by us from time to time under the terms of your Transitional Arrangement.

### **5 Application process**

5.1 If you comply with your obligations under this Contract including the User Guide and this schedule, we will lease Royal Mail Yorks to you from time to time.

5.2 The York Lease Application Form sets out the number of Royal Mail Yorks you wish to lease from us for the remainder of the first calendar year from the Start Date. To request us to lease those Royal Mail Yorks to you, you must complete the York Lease Application Form prior to the Start Date.

5.3 The York Lease Application Form, which is attached as an Annex to this schedule, tells you what information to provide and tells you where to send the York Lease Application Form.

- 5.4 Subject to paragraph 5.5 below, we will use reasonable efforts to:
- (a) respond to your application within two Working Days (excluding Saturdays) starting from the first Working Day after the day on which we receive your completed York Lease Application Form; and
  - (b) make Royal Mail Yorks available for collection for you from one or more of our sites (as designated by us and not necessarily being our Inward Mail Centres) within seven Working Days (excluding Saturdays) starting on the first Working Day after the Start Date.

5.5 We may decline your application to lease Royal Mail Yorks if:

- (a) we do not have Royal Mail Yorks available to meet your requirements as set out in your completed York Lease Application Form;
- (b) you have been in breach of any of your obligations under this Contract.

5.6 We shall have no obligation to lease to you Royal Mail Yorks under this schedule in excess of:

- (a) for the first calendar year, the number Royal Mail Yorks requested by you, and accepted by us, in your York Lease Application Form; and
- (b) for each subsequent calendar year, the number of Royal Mail Yorks that you and we each agree will comprise your Agreed Lease Pool for that calendar year pursuant to paragraph 9 of this schedule,

and therefore you acknowledge and agree that:

**[Note: above consolidated in Schedule 6, Part 4, paragraphs 3 and 4 in the Updated ALC]**

- (i) it is your responsibility to ensure that the number of Royal Mail Yorks you request to lease from us in your York Application Form and at each Annual Review Meeting (as applicable) is sufficient to meet your needs for that relevant calendar year; and
- (ii) if, notwithstanding the above, you need to use more Royal Mail Yorks than agreed in your York Lease Application Form or your Agreed Lease Pool (as applicable) for the then current calendar year, you will need to request to hire them on a short-term basis pursuant to, and in accordance with the terms of, Schedule 13 (York Hire).

**[Note: text simplified]**

## 6 Your obligations

6.1 You shall collect and return the Leased Yorks at your own expense.

6.2 When transporting, loading and unloading the Leased Yorks, you must only use vehicles that meet our reasonable requirements regarding:

- (a) health and safety of personnel; and
- (b) care of the Leased Yorks.

We shall notify you of these requirements from time to time.

6.3 After you collect Leased Yorks from us, you shall distribute them to your premises.

6.4 You:

- (a) shall only use Leased Yorks in your mail business for the purpose of transporting mail from:
  - (i) your or your Associates' premises and your customers' premises or those of their agents or sub-contractors; and
  - (ii) between any premises referred to in paragraph 6.4(a)(i) and our Inward Mail Centres;
- (b) may move empty Leased Yorks between your premises and those referred to in paragraph 6.4(a)(i) to meet your reasonable operational requirements to fulfil your obligations under the Contract. You shall ensure that the Leased Yorks are not used to transport mail between any other premises or for any other purpose (including in respect of our other postal services).

6.5 You shall not:

- (a) create or allow the creation of any lien or charge over the Leased Yorks; or
- (b) sell, hire, lend, charge or otherwise dispose of or allow any third party to use or take possession of the Leased Yorks without our prior written consent.

6.6 Subject to paragraph 6.4, you shall not allow any Leased York to be used for mail that is to be collected, conveyed or delivered by any third party.

6.7 We may recover any Leased Yorks that are in a third party's possession in breach of this schedule.

**[Note: Consolidated in Schedule 6, General Section, paragraph 2 in the Updated ALC]**

6.8 You shall keep the Leased Yorks in good condition (Fair Wear and Tear excepted). Without prejudice to the generality of the foregoing you shall:

- (a) treat all Lease Yorks in your possession or control with care and take all reasonable steps to prevent damage or loss to them;
- (b) only use fork-lift trucks that are fitted with York lifters;
- (c) not use any other vehicle, machinery or equipment reasonably likely to damage the Leased Yorks to transport, load, unload or otherwise deal with the Leased Yorks; and
- (d) immediately report any damage to the Leased Yorks to us.

6.9 You shall not remove any labels or markings that we or the manufacturers put on the Leased Yorks. You shall not allow any other labels or markings to be put on the Leased Yorks without our prior written consent.

6.10 Without prejudice to paragraph 9 of this schedule, you shall keep the Leased Yorks in a secure place at all times when they are not being used for the purposes set out in paragraph 6.4 of this schedule.

6.11 If we introduce new designs of Royal Mail Yorks, you shall accept those Royal Mail Yorks that we provide as Leased Yorks to you whether or not they are of that new design.

6.12 You shall ensure that the Leased Yorks are not misused. You shall ensure that you do not in any way damage our reputation in using the Leased Yorks.

6.13 Without prejudice to any other term of your Contract, if we ask you to do so you shall promptly return at your own expense any Excess Leased Yorks we have lent you.

**[Note: Consolidated in Schedule 6, General Section, Paragraph 2 in the Updated ALC]**

## 7 Records

**[Note: Consolidated in Schedule 6, General Section, Paragraph 4 in the Updated ALC]**

- 7.1 Each time you collect Leased Yorks, you shall sign our waybill to acknowledge that you have received the number of Leased Yorks stated in the Manifest. We will give you a copy of the waybill. Any error in the details shown on the waybill must be agreed with us and corrected at the time of collection.
- 7.2 You shall be treated as having received the quantity of Leased Yorks as stated on the waybill, or as otherwise agreed in line with paragraph 7.1 of this schedule.
- 7.3 When you collect the Leased Yorks, you must check them and notify us of any defects. Any defects not notified within 12 hours of collection will be treated as having occurred after you collected the Leased Yorks.
- 7.4 You shall let us, and any person we authorise, have reasonable access to your premises and relevant records and to the premises of any of your Associates at any time during normal working hours to check, amongst other things, the amount and condition of the Leased Yorks. If you cannot produce or account for the Leased Yorks in the correct amounts on that inspection, they shall be considered to have been lost while in your possession (unless our records indicate otherwise). We may review the number of Leased Yorks in your or your Associates' possession on a regular basis.
- 7.5 Within seven days of our request, you shall at your own expense give us an audit of all Leased Yorks in your possession or control. If in our reasonable opinion you have more Leased Yorks in your possession or control than the total number of Leased Yorks in your Agreed Lease Pool ("**Excess Leased Yorks**"), we may require you to return the Excess Leased Yorks within two Working Days.
- 7.6 Without prejudice to any other rights we may have under the Contract, if you fail to permit inspections or fail to produce all Leased Yorks supplied to you under this Contract for inspection in line with paragraph 7.4 or fail to produce an audit in line with paragraph 7.5 we may require the return of all Excess Leased Yorks within two Working Days.
- 7.7 If we require you to return the Excess Leased Yorks under paragraph 7.6 or 7.7, you shall return the Excess Leased Yorks to our site that we specify. If you do not, we may terminate the terms of this schedule in line with paragraph 10.2.
- 7.8 If we want to change our tracking systems across our business for Royal Mail Yorks, you shall:
- (a) comply with those changes; and
  - (b) install or obtain the necessary systems and equipment and make any necessary adjustments to your premises at your own expense within our reasonable notice period.

## 8 Payment terms

- 8.1 Leased Yorks are interchangeable and, provided you have paid the Annual Lease Charges, you may collect and use up to the total number of Royal Mail Yorks in your Agreed Lease Pool.
- 8.2 On or around:
- (a) the date on which you enter into this schedule, we will send an invoice for the Annual Lease Charge due from you in respect of the remainder of the calendar year; and
  - (b) the beginning of each following calendar year during the term of this schedule, we will send you an invoice for the Annual Lease Charge due from you in respect of that calendar year,

and for the avoidance of doubt, if you are a Transitional Customer, before invoicing you under this paragraph 8.2 we will deduct from the Annual Lease Charge the applicable Price (if any) agreed with you for that calendar year.

- 8.3 The Annual Lease Charge shall be calculated by multiplying the Annual Total Per York Fee by the total number of Leased Yorks in your Agreed Lease Pool for the relevant calendar year, provided that the Annual Lease Charge for the remainder of the first calendar year in which you enter this schedule shall be reduced on a pro-rated basis to reflect the number of months (full or part) remaining in that calendar year (so if, for example, you entered this schedule on 3 September 2017 then your Annual Lease Charge for the remainder of 2017 would be calculated by dividing your full Annual Lease Charge by 12 and multiplying the product by 4).
- 8.4 You will pay all invoices received from us under this schedule in full within 30 days of the date of the invoice. An invoice is deemed to be received on the Working Day following the date on which we send it to you. **[Note: consolidated in clause 11 of the General Access Terms and Conditions in the Updated ALC]**
- 8.5 The Annual Per York Lease Fee, Annual Per York Maintenance Fee and any other charges due under this schedule are displayed on the Website, as amended from time to time in line with clause 13 of the General Access Terms and Conditions, and are expressed as exclusive of VAT. You will pay any VAT on any such charges due under this schedule. **[Note: consolidated in clause 11 of the General Access Terms and Conditions in the Updated ALC]**

## 9 end of year review

- 9.1 No later than three (3) months before the end of each calendar year during the term of this schedule, you and we shall meet (**Annual Review Meeting**) to review your use of the Leased Yorks during the then current calendar year based on the York Usage Data for that year.
- 9.2 We shall each provide the other with copies of our respective York Usage Data for the relevant calendar year at least 14 days prior to the Annual Review Meeting.
- 9.3 At each Annual Review Meeting, you and we shall (acting reasonably) seek to agree whether to adjust the Agreed Lease Pool for the following calendar year taking into account:
- (a) the York Usage Data for the then current calendar year;
  - (b) your forecast volumes for Mailing Items under the Contract for the following calendar year;
  - (c) the number (if any) of Excess Leased Yorks found in your possession in the then current calendar year; and
  - (d) where you are a Transitional Customer, the number of Transitional Yorks that will become Leased Yorks in the next calendar year pursuant to your Transitional Arrangement.
- 9.4 If at any Annual Review Meeting you and we are unable to agree whether to adjust the Agreed Lease Pool, and one of us considers the other to be acting unreasonably, such disagreement may be referred for resolution pursuant to clause 12 of the Contract. For the avoidance of doubt, the Agreed Lease Pool shall not be adjusted pursuant to paragraph 9.1 unless and until you and we agree in writing to adjust it (either at the Annual Review Meeting or via the escalation process pursuant to clause 12).
- 9.5 If at any Annual Review Meeting (or following any escalation pursuant to paragraph 9.2) you and we agree to adjust the Agreed Lease Pool for the following calendar year, we will promptly issue a written confirmation to you of the adjusted Agreed Lease Pool which is to apply from the beginning of the next calendar year.

## 10 Loss and damage

- 10.1 We may recover our reasonable costs (including full replacement cost where reasonable) incurred in relation to all Leased Yorks that are lost, stolen, damaged or destroyed while in your custody, control or possession or that of your Associates, customers or agents, or sub-contractors of your customers, however such loss, damage or destruction was caused. However, this shall not apply where that loss, damage or destruction was caused by our negligence or wilful act or that of our servants or agents.
- 10.2 You shall maintain insurance for your potential liability under this schedule in an appropriate amount with a reputable insurer at your own expense. You shall give evidence of this insurance to us on our request.

**[Note: text above consolidated in Schedule 6, General Section, paragraph 3 in the Updated ALC]**

## 11 Termination

**[Note: text below consolidated in Schedule 6, General Section, Part 7 in the Updated ALC]**

- 11.1 Regardless of any other term of this Contract, either of us may terminate the terms of this schedule by giving the other Party not less than 30 days' written notice.
- 11.2 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 and asked to take steps to remedy the breach.
- 11.3 Regardless of any other term of this Contract, we may terminate the terms of this schedule on written notice with immediate effect if:
- (a) you fail to pay any Postage, Surcharges, Profile Surcharges or other charges due under this Contract as they fall due; or
  - (b) an Insolvency Event occurs.
- 11.4 On termination of the terms of the Contract or this schedule and without prejudice to any other rights we may have, you shall:
- (a) immediately return all Leased Yorks then in your custody, control or possession (or that of your Associates, customers or agents, or sub-contractors of your customers) to our sites that we specify; or
  - (b) (at our request) make such Leased Yorks available for our collection on a date and at a time convenient to us. You shall allow us access to your premises for that purpose.
- 11.5 The terms of paragraphs 8 and 10 of this schedule shall continue to apply despite termination of the terms of this schedule in relation to any loss damage or destruction which is not discovered until after termination.
- 11.6 If you do not return or make available for collection any of the Leased Yorks in accordance with this schedule, for any reason, we may recover our reasonable costs incurred. We may also claim directly under your insurance policy if this contract is terminated under paragraph 11.3.
- 11.7 Without affecting your other obligations under the Contract or this schedule, if a receiver, manager, liquidator, administrator or administrative receiver is appointed for you, you shall immediately tell them that any Leased Yorks in your custody, control or possession (or that of your Associates, customers or agents, or sub-contractors of your customers) are our property and are not part of your assets or undertaking. **[Note: consolidated in clause 8 of the General Access Terms and Conditions in the Updated ALC]**

- 11.8 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. **[Note: consolidated in Clause 8 of the General Access Terms and Conditions in the Updated ALC]**

## 12 Ownership

The Leased Yorks shall remain our property at all times.

## 13 Health and safety

- 13.1 In addition to your obligations under clause 5 of the General Access Terms and Conditions, you must ensure that your custody, use, management and transportation of the Leased Yorks complies with all applicable health and safety legislation. You shall also ensure that when you visit any of our premises, you shall comply with: **[Note: Consolidated with Clause 4 of the General Access Terms and Conditions in the Updated ALC]**

- (a) our health and safety requirements, as set out in our health and safety policies;
- (b) our reasonable requests relating to health and safety; and
- (c) the requirements of the User Guide on health and safety in force from time to time regarding the Leased Yorks.

- 13.2 You shall ensure that you do not load any Leased Yorks in excess of 250 kg or such other maximum weight limits that we may specify from time to time.

- 13.3 We may refuse hand over of or refuse to handle any Leased Yorks weighing more than the maximum loaded weights.

## 14 Indemnity

**[Note: consolidated in Schedule 6, General Section, paragraph 5 in the Updated ALC]**

- 14.1 You shall indemnify us against any liabilities, costs, proceedings or expenses (including reasonable legal expenses) suffered or reasonably incurred by us (or our employees, agents and contractors) arising from your custody, use or management of the Leased Yorks (except where this arises due to our negligent act or omission).

- 14.2 This indemnity at paragraph 14.1 shall include but is not limited to any liabilities, costs, proceedings or expenses (including reasonable legal expenses) suffered or reasonably incurred by us (or our employees, agents and contractors) arising from any negligent or wrongful act or omission or any breach of statutory duty by you, your Associates, customers or agents, or sub-contractors of your customers in the custody, use or management of the Leased Yorks or any breach by you of your obligations under this schedule or this Contract.

## 15 Warranties

**[Note: consolidated in Schedule 6, General Section, paragraph 6 in the Updated ALC]**

- 15.1 All terms, conditions and warranties implied by statute or at law with regard to the Leased Yorks are hereby excluded.

## 16 Intellectual Property Rights

- 16.1 You acknowledge our ownership and proprietary rights in the Intellectual Property Rights in the Leased Yorks and agree and acknowledge that you shall not:

- (a) obtain any rights in the Intellectual Property Rights in the Leased Yorks, except as expressly granted under this schedule; or
- (b) register or attempt to register any of the Intellectual Property Rights in the Leased Yorks in any jurisdiction. **[Note: Consolidated with clause 15 of the General Access Terms and Conditions in the Updated ALC]**



**Annex to Schedule 22**

**York Lease Application Form**

You have entered into Schedule 22: York Leasing terms as part of your Contract. This application form is to be completed by you each time that you wish to hire Royal Mail Yorks from us. On completion, this application form can be sent by email to your Access Account Director.

CUSTOMER NAME	
CUSTOMER ACCOUNT NO	
SPECIFY NUMBER OF ROYAL MAIL YORKS REQUIRED	
SPECIFY UK REGION WHERE YOU CAN COLLECT	

We will respond to your application form within 2 Working Days after the date of receipt of this form.

**Customer Statement:** I acknowledge that any York that Royal Mail supplies to me under the terms of this Schedule 22 of the Contract remains the property and ownership of Royal Mail at all times. Where I accept and use Royal Mail Yorks, I understand and acknowledge that they will be used in line with the terms and conditions of the Contract including Schedule 22.

Name:

Signature:

Title:

Date:

## Schedule 23

### 48-Way Sort Mech Letter Option

**[Note: Moved to Schedule 5 (Operational Presentation Facilities) Part 6 in the Updated ALC]**

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): **[Note: text simplification]**

#### 1 Background

##### 1.1 This Schedule:

- (a) sets out the terms on which you and we agree to permit you to present certain machinable letters to a lower sortation level, which will reduce the minimum number of SSCs from 86 SSCs to 48 SSCs for those letters (the **48-Way Sort Mech Letter Option**); and
- (b) specifies the specific amendments to your Contract that will apply if this Schedule forms part of your Contract.

#### 2 Definitions and interpretation

- 2.1 Schedule 1 of your Contract explains the meaning of capitalised words and phrases used in your Contract, and sets out some rules of interpretation which also apply to this Schedule.
- 2.2 Any capitalised words and phrases that are not defined in this Schedule have the meaning given to them in Schedule 1 of your Contract.

**[Note: text simplification]**

#### 3 Commencement and duration

- 3.1 The terms of this Schedule shall take effect from the Access Start Date or such other date that is agreed between you and us (the **48-Way Sort Start Date**).
- 3.2 The terms of this Schedule shall continue to have effect until the date this Schedule is terminated under this Contract or under paragraph **Error! Reference source not found.** of this Schedule.

**[Note: consolidated in clauses 1 and 7 of the General Access Terms and Conditions and Schedule 5, Part 6, paragraph 3 in the Updated ALC]**

#### 4 48-Way Sort Mech Letter Option

- 4.1 Subject to you complying with the terms of this Schedule, you may, on and from the 48-Way Sort Start Date, present those Letters specified in paragraph **Error! Reference source not found.** at our Inward Mail Centres to those 48 SSCs that are set out in our 48-way sort look-up table (the **48 SSCs**). The 48-way sort look-up table is attached to the file that contains the Access Selection Files on our Website.
- 4.2 The Letters referred to in paragraph **Error! Reference source not found.** are:
  - (a) Access 70 Mailmark® Letters;
  - (b) Access 70 OCR Letters; and
  - (c) Access 70 Mech Letters,

(together the **Access 70 Machinable Letters**).

- 4.3 You agree that the only Mailing Items that you are permitted to present to us under the 48-Way Sort Mech Letter Option are the Access 70 Machinable Letters specified in paragraph **Error! Reference source not found.** above and you will continue to present all other Mailing Items to 86 or 1529 SSCs, using the correct Access Selection Files (as appropriate).
- 4.4 Before you can present any Access 70 Machinable Letters to 48 SSCs, you must make the necessary changes to your sortation software to enable this. You agree to make such changes (or to instruct your software supplier to do so) before presenting to us any Access 70 Machinable Letters at 48 SSCs.
- 4.5 If you present to us:
- (a) any Access 70 Machinable Letters that you wish to sort to 48 SSCs before changing your sortation software in accordance with paragraph 4.4; or
  - (b) any Mailing Items, other than the Access 70 Machinable Letters, to 48 SSCs (an **Incorrect Sort**) then:  
  
we may reject the relevant Posting (or segment of a Posting) pursuant to the terms of your Contract and our rights and remedies applicable to incorrect mail presentations (including paragraph 15.6.1 of the User Guide) shall apply.
- 4.6 Without prejudice to paragraph 4.5, if you present more than two Incorrect Sorts on different days to us then we may also suspend your right to use the 48-Way Sort Mech Letter Option on notice to you until such time as you can demonstrate that the cause of your Incorrect Sorts has been remedied to our reasonable satisfaction.

## **5 National Price Plan One (SSCs)**

**[Note: deleted for simplification as it is already captured in Schedule 3]**

- 5.1 If you are on our National Price Plan One (SSCs) then paragraphs 5.2 to 5.7 (inclusive) of this Schedule shall apply.
- 5.2 We will measure your whole posting profile for the purpose of your National Price Plan One (SSCs) to the 48 SSCs, rather than to our existing 86 SSCs.
- 5.3 In measuring your posting profile pursuant to paragraph 5.1 above, we will retrospectively adjust your posting profile for the first Financial Year in which this Schedule applies, so that all Postings made before and after the 48-Way Start Date in that Financial Year are measured to the 48 SSCs.
- 5.4 We will add a new 48-Way Sort National Spread Benchmark and a new 48-Way Sort SSC Permitted Variance Number (each as defined in paragraph 5.6 below) to our Website.
- 5.5 We will apply the 48-Way Sort SSC Permitted Variance Number when calculating whether you have met the 48-Way Sort National Spread Benchmark in respect of your posting profile when measured to 48 SSCs. You further agree that:
- (a) our introduction of the new 48-Way Sort SSC Permitted Variance Number is not a change to the Permitted Variances for the purpose of clause 13.2.3(c) of your Contract; and
  - (b) we may change the 48-Way Sort SSC Permitted Variance Number at any time after we have introduced it, provided that we do so in accordance with clause 13.2.3 of your Contract and, if we do so, such change will be a change to the Permitted Variances for the purpose of clause 13.2.3(c).
- 5.6 On and from the 48-Way Start Date, each reference to the following definitions in your Contract and User Guide shall be read as follows:

- (a) every reference to "National Spread Benchmark" shall be read to mean "48-Way Sort National Spread Benchmark", defined as follows:

**"48-Way Sort National Spread Benchmark"** *our geographic profile as measured by the combined volumes of Retail bulk Mailing Items and Access Mailing Items for each 48-Way Sort SSC in the Baseline Year, expressed as a percentage of the total volumes for Retail bulk Mailing Items and Access Mailing Items for all 48-Way Sort SSCs in the Baseline Year."*;

- (b) every reference to "SSC Ratio" shall be read to mean "48-Way Sort SSC Ratio", defined as follows:

**"48-Way Sort SSC Ratio"** *has the meaning given to it in paragraph 4.1 of National Pricing Plan One (SSCs);"* ;

- (c) every reference to "SSCs" shall be read to mean "48-Way Sort SSCs", defined as follows:

**"48-Way Sort SSCs"** *our standard selection codes when combined and reclassified into 48 separate selections, as set out in our SSC conversion look up table available on our Website from time to time;"*;

- (d) every reference to "Ratio Threshold" shall be read to mean "48-Way Sort Ratio Threshold", defined as follows:

**"48-Way Sort Ratio Threshold"** *the level at which the 48-Way Sort SSC Ratio is accepted by us to be meeting the 48-Way Sort National Spread Benchmark, as published on our Website;"*; and

- (e) every reference to "SSC Permitted Variance Number" shall be read to mean "48-Way Sort SSC Permitted Variance Number", defined as follows:

**"48-Way Sort SSC Permitted Variance Number"** *the Permitted Variance number of 48-Way Sort SSCs for the England and Wales National Profile and one for the Scotland and Northern Ireland National Profile, as published on our Website and applied to National Price Plan One (SSCs) of Schedule 3;"*;

and we will report your Postings for the National Price Plan One (SSCs) at only 48 SSCs in accordance with these definitions.

- 5.7 We will add a new 48-Way Sort Urban Density Benchmark to our Website, which we will apply when calculating whether you have met the Urban Density Benchmark in respect of your posting profile when measured to 48 SSCs.

## 6 Termination

- 6.1 We may terminate this Schedule on giving you at least 190 days' written notice. If we do this:

- (a) the terms in this Schedule (including the specific amendments to certain definitions specified in paragraph 5) shall cease to have effect on the expiry of our written notice, such that the terms of your Contract existing before the 48-Way Start Date shall be reinstated automatically and shall thereafter have full force and effect as if these terms (and amendments) had not been made; and

- (b) such termination shall not affect any rights or remedies either of us may have already under your Contract (as amended hereby), that arose before the date of termination.

**7 No other effect**

All other terms of your Contract, not amended by this Schedule, shall remain unchanged in full force and effect.

**[Note: built into clauses 7 and 8 of the General Access Terms and Conditions in the Updated ALC]**

## Schedule 24

### ROYAL MAIL MAGAZINE SUBSCRIPTION MAIL™

**[Note: moved to Schedule 4 (Standard Services) Part 3 in the Updated ALC.]**

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): **[Note: text simplification]**

#### 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. **[Note: text simplification]**

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

<b>Magazine Mail</b>	<b>Subscription</b>	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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<b>Magazine Mail Posting</b>	<b>Subscription</b>	A mailing containing only Large Letters of the same Title.
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**Title**A specific Magazine Subscription Mail publication.

#### 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.

**[Note: consolidated in clauses 1 and 7 of the General Access Terms and Conditions in the Updated ALC]**

#### 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 [Deleted]

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

**[Note: Consolidated with similar provisions for other Services and moved to clause 3.8 of the General Access Terms and Conditions in the Updated ALC]**

- 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 4.1.2, 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. **[Note: consolidated in clause 11 of the General Access Terms and Conditions in the Updated ALC]**

## 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 to do so.

**[Note: consolidated in clauses 7, 8 and 13 of the General Access Terms and Conditions in the Updated ALC]**



## Schedule 25

### ALPS Leasing

**[Moved to Schedule 6 (Container Options) – the text has been generally consolidated to include both ALPS and York Leasing in Part 4 of Schedule 6 in the Updated ALC]**

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

You have asked to lease Royal Mail ALPS from us for the purpose of handing over Mailing Items to us at our Inward Mail Centres. This schedule sets out the terms on which you and we agree that you may lease those Royal Mail ALPS from us.

#### 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. **[Note: definitions moved to Schedule 1]**

2.2 In addition, the words and phrases used specifically in this schedule are defined in the table below:

**Agreed Lease Pool** means the total number of Leased ALPS that are available to you to use in accordance with the terms of this schedule, being:

- (a) for the remainder of the first calendar year following the Start Date, the number of Royal Mail ALPS that we agree to lease to you on the Start Date, as set out in your ALP Lease Application Form pursuant to 4 of this schedule; and
- (b) for each subsequent calendar year thereafter, such number of ALPS as may be agreed between you and us pursuant to paragraph 9 of this schedule,

in each case, as may be increased from time to time pursuant to paragraph 5.10 of this Schedule;

**ALP Usage Data** means:

- (c) the following data for each calendar year to be recorded and provided by you:
  - (i) by month, your average daily handover volume of ALPS under the Contract;
  - (ii) by month, your average peak day handover volume of ALPS under the Contract; and
  - (iii) by month, the daily volume of ALPS you use upstream; and
- (d) the following data for each calendar year to be recorded and provided by us:

- (i) by month, your average daily handover volume of ALPS under the Contract;
- (ii) by month, your average peak day handover volume of ALPS under the Contract; and

by month, the total number of Royal Mail ALPS allocated to you under the Contract; **[Note: definition consolidated]**

<b>Annual Review Meeting</b>	has the meaning given to it in paragraph 9.1 of this schedule;
<b>Annual Total Per ALP Fee</b>	means a sum equal to the Annual Per ALP Lease Fee and the Annual Per ALP Maintenance Fee;
<b>Annual Per ALP Lease Fee</b>	means the annual leasing charge for each Leased ALP in your Agreed Lease Pool, which charge is published on our Website as at the Start Date and amended from time to time in accordance with the terms of the Contract;
<b>Annual Per ALP Maintenance Fee</b>	means the annual charge payable for the maintenance of each Leased ALP in your Agreed Lease Pool, which is published on our Website as at the Start Date and amended from time to time in accordance with the terms of the Contract;
<b>Associate</b>	means in relation to either Party (i) any Affiliate of that Party or (ii) an agent (including a franchisee or owner-driver) of that Party engaged by that Party to fulfil its obligations under the Contract;
<b>Excess Leased ALPS</b>	has the meaning set out in paragraph 7.5 of this schedule <b>[Note: introduction of a new defined term "Excess Containers" and this defined term shall be construed accordingly when "Excess Containers" is used];</b>
<b>Fair Wear and Tear</b>	<b>means incremental deterioration to the straps, sleeves, springs and/or base of the Leased ALPS that occurs naturally and inevitably as a result of their normal use or aging; [Note: term has been amended to give effect to its natural meaning]</b>
<b>Leased ALP</b>	means a Royal Mail ALP that we lease to you from time to time in accordance with the terms of this schedule, including any Excess Leased ALPS;
<b>Price</b>	has the meaning given to it in your Transitional Arrangement (if you are a Transitional Customer);
<b>Royal Mail ALPS</b>	ALPS that we own and are willing to lease to you under this schedule; <b>[Note: definition now refers to ALPS RMG "own, lend, and/or are willing to lease"]</b>
<b>Sold ALP</b>	has the meaning given to it in your Transitional Arrangement (if you are a Transitional Customer);
<b>Start Date</b>	has the meaning given to it in paragraph 3.1 of this schedule;
<b>Transitional Arrangement</b>	means, if you are a Transitional Customer, your written agreement with us setting out the process by which we have agreed for the transitional: <ul style="list-style-type: none"> <li>(a) sale by you (and purchase by us) of certain Customer ALPS previously used to hand over mail</li> </ul>

to us under the terms of Schedule 14 (ALPS Exchange); and

- (b) leasing by us of an equivalent number of Royal Mail ALPS under this schedule to replace those purchased Customer ALPS;

**Transitional Customer** means a customer who has entered into a Transitional Arrangement with us; and

**Transitioned ALPS** means, if you are a Transitional Customer, those Royal Mail ALPS that are to be leased to you pursuant to this schedule in replacement of the Sold ALPS, as identified in your Transitional Arrangement. **[Note: these provisions are now obsolete]**

### **3 Commencement and duration**

3.1 The terms of this schedule shall take effect:

- (a) from the Access Start Date where you are entering into this schedule at the same time as entering into the Contract; or
- (b) from such other date that is agreed between you and us,  
  
(in each case, the **Start Date**).

3.2 Unless stated to continue after termination of this schedule, the terms of this schedule shall continue to have effect until the date it is terminated under this Contract or paragraph 11 of this schedule.

**[Note: above consolidated in clauses 7 and 13 of the General Access Terms and Conditions and Schedule 6, General Section, paragraph 7 in the Updated ALC]**

### **4 Transition process**

4.1 Where you are a Transitional Customer and you comply with your obligations under this Contract including the User Guide and this schedule, we shall lease to you a number of Royal Mail ALPS on the terms of this schedule equal to the number of those Sold ALPS purchased by us under the terms of your Transitional Arrangement.

### **5 Application process**

5.1 If you comply with your obligations under this Contract including the User Guide and this schedule, we will lease Royal Mail ALPS to you from time to time.

5.2 The ALP Lease Application Form sets out the number of Royal Mail ALPS you wish to lease from us for the remainder of the first calendar year from the Start Date. To request us to lease those Royal Mail ALPS to you, you must complete the ALP Lease Application Form prior to the Start Date.

5.3 The ALP Lease Application Form, which is attached as an Annex to this schedule, tells you what information to provide and tells you where to send the ALP Lease Application Form.

5.4 Subject to paragraph 5.5 below, we will use reasonable efforts to:

- (a) respond to your application within two Workings Days (excluding Saturdays) starting from the first Working Day after the day on which we receive your completed ALP Lease Application Form; and
- (b) make Royal Mail ALPS available for collection for you from one or more of our sites (as designated by us and not necessarily being our Inward Mail Centres) within

seven Working Days (excluding Saturdays) starting on the first Working Day after the Start Date.

5.5 We may decline your application to lease Royal Mail ALPS if:

- (a) we do not have Royal Mail ALPS available to meet your requirements as set out in your completed ALP Lease Application Form;
- (b) you have been in breach of any of your obligations under this Contract.

5.6 We shall have no obligation to lease to you Royal Mail ALPS under this schedule in excess of:

- (a) for the first calendar year, the number Royal Mail ALPS requested by you, and accepted by us, in your ALP Lease Application Form; and
- (b) for each subsequent calendar year, the number of Royal Mail ALPS that you and we each agree will comprise your Agreed Lease Pool for that calendar year pursuant to paragraph 9 of this schedule,

and therefore you acknowledge and agree that:

- (i) it is your responsibility to ensure that the number of Royal Mail ALPS you request to lease from us in your ALP Application Form and at each Annual Review Meeting (as applicable) is sufficient to meet your needs for that relevant calendar year; and
- (ii) the provisions of paragraphs 5.7 to 5.10 shall apply to protect us against you exchanging more Royal Mail ALPS that you have leased.

5.7 For the purpose of paragraphs 5.8 and 5.10, **Excess Trigger Event** means:

- (a) you exchanging 10 or more ALPs in excess of your Agreed Lease Pool on 12 days or more in any rolling period of 14 days (a **Consistent Excess Event**); or
- (b) you exchanging 100 or more ALPs in excess of your Agreed Lease Pool on any single day (a **Chronic Excess Event**).

5.8 We will monitor your daily exchange of ALPs in accordance with the process set out in the User Guide. If as part of our daily monitoring, we become aware that an Excess Trigger Event has occurred, then we will notify you of the same and we will be entitled to charge you an additional Lease Charge as calculated in accordance with paragraph 5.9 below (in each case **Excess Lease Charge**):

5.9 If the Excess Trigger Event is:

- (a) a Consistent Excess Event, we will be entitled to charge you an Excess Lease Charge equal to:  $A \times (B/365) \times C$
- (b) a Chronic Excess Event, we will be entitled to charge you an Excess Lease Charge equal to:  $D \times (B/365) \times C$

where:

- (i) **A** = the average number of ALPs that you have exchanged in excess of your Agreed Lease Pool during the period giving rise to the Consistent Excess Event;
- (ii) **B** = the Annual Total Per ALP Fee;
- (iii) **C** = the number of days remaining in the relevant calendar year, starting from either (i) the first day on which the Consistent Excess Event

occurred; or (ii) the day on which the Chronic Excess Event occurred (as applicable);

(iv) **D** = the actual number of ALPs in excess of your Agreed Lease Pool on the day on which the Chronic Excess Event occurred.

5.10 We will invoice you for the applicable Excess Lease Charge promptly after notifying you of the Excess Trigger Event pursuant to paragraph 5.8. You agree to pay such invoice in accordance with paragraph 8.4. On and from the date on which you pay the Excess Lease Charge, the number of Royal Mail ALPs in your Agreed Lease Pool will be deemed to be increased by a number equal to A or D (as defined in paragraph 5.9 above) for the remainder of the calendar year.

**[Note: above consolidated in Schedule 6, Part 4, paragraphs 3 and 4 in the Updated ALC]**

## **6 Your obligations**

6.1 You shall collect and return the Leased ALPS at your own expense.

6.2 When transporting, loading and unloading the Leased ALPS, you must only use vehicles that meet our reasonable requirements regarding:

- (a) health and safety of personnel; and
- (b) care of the Leased ALPS.

We shall notify you of these requirements from time to time.

6.3 After you collect Leased ALPS from us, you shall distribute them to your premises.

6.4 You:

- (a) shall only use Leased ALPS in your mail business for the purpose of transporting Mailing Items as specified the User Guide between:
  - (i) your or your Associates' premises and your customers' premises or those of their agents or sub-contractors; and
  - (ii) any premises referred to in paragraph 6.4(a)(i) and our Inward Mail Centres;

(b) may move empty Leased ALPS between your premises and those referred to in paragraph 6.4(a)(i) to meet your reasonable operational requirements,

in each case, to fulfil your obligations under the Contract. You shall ensure that the Leased ALPS are not used to transport Mailing Items between any other premises or for any other purpose (including in respect of our other postal services).

6.5 You shall not:

- (a) create or allow the creation of any lien or charge over the Leased ALPS; or
- (b) sell, hire, lend, charge or otherwise dispose of or allow any third party to use or take possession of the Leased ALPS without our prior written consent.

6.6 Subject to paragraph 6.4, you shall not allow any Leased ALP to be used for mail that is to be collected, conveyed or delivered by any third party.

6.7 We may recover any Leased ALPS that are in a third party's possession in breach of this schedule.

**[Note: Consolidated in Schedule 6, General Section, paragraph 2 in the Updated ALC]**

- 6.8 You shall keep the Leased ALPS in good condition (Fair Wear and Tear excepted). Without prejudice to the generality of the foregoing you shall:
- (a) treat all Lease ALPS in your possession or control with care and take all reasonable steps to prevent damage or loss to them;
  - (b) not use fork-lift trucks (or any other vehicle, machinery or equipment reasonably likely to damage them) to transport, load, unload or otherwise deal with the Leased ALPS; and
  - (c) immediately report any damage to the Leased ALPS to us.
- 6.9 You shall not remove any labels or markings that we or the manufacturers put on the Leased ALPS. You shall not allow any other labels or markings to be put on the Leased ALPS without our prior written consent.
- 6.10 Without prejudice to paragraph 9 of this schedule, you shall keep the Leased ALPS in a secure place at all times when they are not being used for the purposes set out in paragraph 6.4 of this schedule.
- 6.11 If we introduce new designs of Royal Mail ALPS, you shall accept those Royal Mail ALPS that we provide as Leased ALPS to you whether or not they are of that new design.
- 6.12 You shall ensure that the Leased ALPS are not misused. You shall ensure that you do not in any way damage our reputation in using the Leased ALPS.
- 6.13 Without prejudice to any other term of your Contract, if we ask you to do so you shall promptly return at your own expense any Excess Leased ALPS we have lent you.

**[Note: Consolidated in Schedule 6, General Section, Paragraph 2 in the Updated ALC]**

**7 Records**

- 7.1 Each time you collect Leased ALPS, you shall sign our waybill to acknowledge that you have received the number of Leased ALPS stated in the Manifest. We will give you a copy of the waybill. Any error in the details shown on the waybill must be agreed with us and corrected at the time of collection.
- 7.2 You shall be treated as having received the quantity of Leased ALPS as stated on the waybill, or as otherwise agreed in line with paragraph 7.1 of this schedule.
- 7.3 When you collect the Leased ALPS, you must check them and notify us of any defects. Any defects not notified within 12 hours of collection will be treated as having occurred after you collected the Leased ALPS.
- 7.4 You shall let us, and any person we authorise, have access to your premises and relevant records and to the premises of any of your Associates at any time during normal working hours to check, amongst other things, the amount and condition of the Leased ALPS. If you cannot produce or account for the Leased ALPS in the correct amounts on that inspection, they shall be considered to have been lost while in your possession (unless our records indicate otherwise). We may review the number of Leased ALPS in your or your Associates' possession on a regular basis.
- 7.5 Within seven days of our request, you shall at your own expense give us an audit of all Leased ALPS in your possession or control. If in our reasonable opinion you have more Leased ALPS in your possession or control than the total number of Leased ALPS in your Agreed Lease Pool ("**Excess Leased ALPS**"), we may require you to return the Excess Leased ALPS within two Working Days.
- 7.6 Without prejudice to any other rights we may have under the Contract, if you fail to permit inspections or fail to produce all Leased ALPS supplied to you under this Contract for

inspection in line with paragraph 7.4 or fail to produce an audit in line with paragraph 7.5 we may require the return of all Excess Leased ALPS within two Working Days.

- 7.7 If we require you to return the Excess Leased ALPS under paragraph 7.6 or 7.7, you shall return the Excess Leased ALPS to our site that we specify. If you do not, we may terminate the terms of this schedule in line with paragraph 10.2.
- 7.8 If we want to change our tracking systems across our business for Royal Mail ALPS, you shall:
- (a) comply with those changes; and
  - (b) install or obtain the necessary systems and equipment and make any necessary adjustments to your premises at your own expense within our reasonable notice period.

**[Note: above consolidated in Schedule 6, General Section, Paragraph 4 in the Updated ALC]**

## **8 Payment terms**

- 8.1 Leased ALPS are interchangeable and, provided you have paid the Annual Lease Charges, you may collect and use up to the total number of Royal Mail ALPS in your Agreed Lease Pool.
- 8.2 On or around:
- (a) the date on which you enter into this schedule, we will send an invoice for the Annual Lease Charge due for the full calendar year; and
  - (b) the beginning of each following calendar year during the term of this schedule, we will send you an invoice for the Annual Lease Charge due from you in respect of that calendar year,

and for the avoidance of doubt, if you are a Transitional Customer, your invoice referred to in paragraph 8.2(a) shall be calculated on the basis of the number of In-Scope ALPS identified in your Transitional Arrangement.

- 8.3 The Annual Lease Charge shall be calculated by multiplying the Annual Total Per ALP Fee by the total number of Leased ALPS in your Agreed Lease Pool for the relevant calendar year.
- 8.4 You will pay all invoices received from us under this schedule in full within 30 days of the date of the invoice. An invoice is deemed to be received on the Working Day following the date on which we send it to you. **[Note: consolidated in clause 11 of the General Access Terms and Conditions in the Updated ALC]**
- 8.5 The Annual Per ALP Lease Fee, Annual Per ALP Maintenance Fee and any other charges due under this schedule are displayed on the Website, as amended from time to time in line with clause 13 of the General Access Terms and Conditions, and are expressed as exclusive of VAT. You will pay any VAT on any such charges due under this schedule. **[Note: consolidated in clause 11 of the General Access Terms and Conditions in the Updated ALC]**

## **9 End of Year Review**

- 9.1 No later than three (3) months before the end of each calendar year during the term of this schedule, you and we shall meet (**Annual Review Meeting**) to review your use of the Leased ALPS during the then current calendar year based on the ALP Usage Data for that year.
- 9.2 We shall each provide the other with copies of our respective ALP Usage Data for the relevant calendar year at least 14 days prior to the Annual Review Meeting.

- 9.3 At each Annual Review Meeting, you and we shall (acting reasonably) seek to agree whether to adjust the Agreed Lease Pool for the following calendar year taking into account:
- (a) the ALP Usage Data for the then current calendar year;
  - (b) your forecast volumes for Mailing Items under the Contract for the following calendar year; and
  - (c) the number (if any) of Excess Leased ALPS found in your possession in the then current calendar year.
- 9.4 If at any Annual Review Meeting you and we are unable to agree whether to adjust the Agreed Lease Pool, and one of us considers the other to be acting unreasonably, such disagreement may be referred for resolution pursuant to clause 12 of the Contract. For the avoidance of doubt, the Agreed Lease Pool shall not be adjusted pursuant to paragraph 9.1 unless and until you and we agree in writing to adjust it (either at the Annual Review Meeting or via the escalation process pursuant to clause 12).
- 9.5 If at any Annual Review Meeting (or following any escalation pursuant to paragraph 9.2) you and we agree to adjust the Agreed Lease Pool for the following calendar year, we will promptly issue a written confirmation to you of the adjusted Agreed Lease Pool which is to apply from the beginning of the next calendar year.

## **10 Loss and damage**

- 10.1 We may recover our reasonable costs (including full replacement cost where reasonable) incurred in relation to all Leased ALPS that are lost, stolen, damaged or destroyed while in your custody, control or possession or that of your Associates, customers or agents, or sub-contractors of your customers, however such loss, damage or destruction was caused. However, this shall not apply where that loss, damage or destruction was caused by our negligence or wilful act or that of our servants or agents.
- 10.2 You shall maintain insurance for your potential liability under this schedule in an appropriate amount with a reputable insurer at your own expense. You shall give evidence of this insurance to us on our request.

## **11 Termination**

- 11.1 Regardless of any other term of this Contract, either of us may terminate the terms of this schedule by giving the other Party not less than 30 days' written notice.
- 11.2 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 and asked to take steps to remedy the breach.

**[Note: text above consolidated in Schedule 6, General Section, Part 7 in the Updated ALC]**

- 11.3 Regardless of any other term of this Contract, we may terminate the terms of this schedule on written notice with immediate effect if:
- (a) you fail to pay any Postage, Surcharges, Profile Surcharges or other charges due under this Contract as they fall due; or
  - (b) an Insolvency Event occurs.
- 11.4 On termination of the terms of the Contract or this schedule and without prejudice to any other rights we may have, you shall:



- (a) immediately return all Leased ALPS then in your custody, control or possession (or that of your Associates, customers or agents, or sub-contractors of your customers) to our sites that we specify; or
  - (b) (at our request) make such Leased ALPS available for our collection on a date and at a time convenient to us. You shall allow us access to your premises for that purpose.
- 11.5 The terms of paragraphs 8 and 14 of this schedule shall continue to apply despite termination of the terms of this schedule in relation to any loss damage or destruction which is not discovered until after termination.
- 11.6 If you do not return or make available for collection any of the Leased ALPS in accordance with this schedule, for any reason, we may recover our reasonable costs incurred. We may also claim directly under your insurance policy.
- 11.7 Without affecting your other obligations under the Contract or this schedule, if a receiver, manager, liquidator, administrator or administrative receiver is appointed for you, you shall immediately tell them that any Leased ALPS in your custody, control or possession (or that of your Associates, customers or agents, or sub-contractors of your customers) are our property and are not part of your assets or undertaking.
- 11.8 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. **[Note: consolidated in clauses 7 and 8 of the General Access Terms and Conditions in the Updated ALC]**

## 12 Ownership

The Leased ALPS shall remain our property at all times.

## 13 Health and safety

13.1 In addition to your obligations under clause 5 of the General Access Terms and Conditions, you must ensure that your custody, use, management and transportation of the Leased ALPS complies with all applicable health and safety legislation. You shall also ensure that when you visit any of our premises, you shall comply with:

- (a) our health and safety requirements, as set out in our health and safety policies;
- (b) our reasonable requests relating to health and safety; and

**[Note: consolidated in clause 4.1 of the General Access Terms and Conditions in the Updated ALC]**

(c) the requirements of the User Guide on health and safety in force from time to time regarding the Leased ALPS.

13.2 You shall ensure that you do not load any Leased ALPS in excess of 250 kg or such other maximum weight limits that we may specify from time to time.

13.3 We may refuse hand over of or refuse to handle any Leased ALPS weighing more than the maximum loaded weights.

## 14 Indemnity

**[Note: consolidated in Schedule 6, General Section, paragraph 5 in the Updated ALC]**

14.1 You shall indemnify us against any liabilities, costs, proceedings or expenses (including reasonable legal expenses) suffered or reasonably incurred by us (or our employees,

agents and contractors) arising from your custody, use or management of the Leased ALPS (except where this arises due to our negligent act or omission).

- 14.2 This indemnity at paragraph 14.1 shall include but is not limited to any liabilities, costs, proceedings or expenses (including reasonable legal expenses) suffered or reasonably incurred by us (or our employees, agents and contractors) arising from any negligent or wrongful act or omission or any breach of statutory duty by you, your Associates, customers or agents, or sub-contractors of your customers in the custody, use or management of the Leased ALPS or any breach by you of your obligations under this schedule or this Contract.

## 15 Warranties

**[Note: consolidated in Clause Schedule 6, General Section, paragraph 6 in the Updated ALC]**

- 15.1 All terms, conditions and warranties implied by statute or at law with regard to the Leased ALPS are hereby excluded.

## 16 Intellectual Property Rights

- 16.1 You acknowledge our ownership and proprietary rights in the Intellectual Property Rights in the Leased ALPS and agree and acknowledge that you shall not:

- (a) obtain any rights in the Intellectual Property Rights in the Leased ALPS, except as expressly granted under this schedule; or
- (b) register or attempt to register any of the Intellectual Property Rights in the Leased ALPS in any jurisdiction. **[Note: consolidated in clause 15 of the General Access Terms and Conditions in the Updated ALC]**

**Appendix to Schedule 25**  
**ALPS Lease Application Form**

You have entered into Schedule 25: ALPS Leasing terms as part of your Contract. This application form is to be completed by you each time that you wish to hire Royal Mail Yorks from us. On completion, this application form can be sent by email to your Access Account Director.

CUSTOMER NAME	
CUSTOMER ACCOUNT NO	
SPECIFY NUMBER OF ROYAL MAIL ALPS REQUIRED	
SPECIFY UK REGION WHERE YOU CAN COLLECT	

We will respond to your application form within 2 Working Days after the date of receipt of this form.

**Customer Statement:** I acknowledge that any ALPS that Royal Mail supplies to me under the terms of this Schedule 25 of the Contract remains the property and ownership of Royal Mail at all times. Where I accept and use Royal Mail ALPS, I understand and acknowledge that they will be used in line with the terms and conditions of the Contract including Schedule 25.

Name:

Signature:

Title:

Date:

## Schedule 26

### eManifest Billing

**[Note: moved to Schedule 8 (Royal Mail Mailmark® Part 4 in the Updated ALC.)]**

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). **[Note: removed to simplify the drafting]**

#### 1 Background

- 1.1 This Schedule sets out the terms on which we agree to make available to you our auto-billing process which uses eManifests instead of Posting Dockets to generate your billing information (**eManifest Billing**).
- 1.2 You must meet the Qualifying Criteria to use our eManifest Billing process pursuant to the terms of this Schedule.
- 1.3 This Schedule applies to Mailing Items:
  - (a) that are presented at an Inward Mail Centre in accordance with the terms of your Contract and Schedule 20 (Royal Mail Mailmark®); and
  - (b) the details of which have been reported to us in accordance with the terms of this Schedule.
- 1.4 For the avoidance of doubt, the terms of your Contract will continue to apply to all Mailing Items that you hand over at an Inward Mail Centre which are not eligible for eManifest Billing or which you do not present for eManifest Billing in accordance with the terms of this Schedule.

#### 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. Any capitalised word or phrase not set out in paragraph 2.2 below shall have the meaning given to it in Schedule 1 of your Contract. **[Note: definitions moved to Schedule 1 in the Updated ALC]**
- 2.2 In addition, some words and phrases used specifically in this Schedule are defined below:

<b>eManifest Billing Specification</b>	means the process and requirements set out in the Annex to this Schedule, as amended from time to time in accordance with clause 13.2.1(a) of your Contract;
<b>eManifest Billing Start Date</b>	means the date as notified by us to you in writing; <b>[Note: updated to include "which you may start using eManifest Billing"]</b>
<b>Qualifying Criteria</b>	means the criteria set out in paragraph 3.1 of this Schedule;
<b>Summary Vehicle Manifest</b>	has the meaning given to it in paragraph 2.2(f) of the Annex to the eManifest Billing Schedule; and
<b>Vehicle Manifest</b>	has the meaning given to it in paragraph 2.2(b) of the Annex to the eManifest Billing

Schedule. [Note: full definition now set out in Schedule 1 in the Updated ALC.]

### 3 Eligibility for eManifest Billing

- 3.1 You must meet all of the following criteria to be eligible for this Schedule to form part of your Contract and to use eManifest Billing under the terms of this Schedule:
- (a) you and we have agreed that Schedule 20 (Royal Mail Mailmark®) forms part of your Contract and you post all of your Mailing Items with us pursuant to the terms of that Schedule;
  - (b) all of the Mailing Items you post with us are Letters only;
  - (c) you submit your own eManifests pursuant to the terms of Schedule 20 (Royal Mail Mailmark®);
  - (d) you handover all of your Mailing Items to one Inward Mail Centre only; and
  - (e) you do not hand over Mailing Items on behalf of any other person.

### 4 Commencement and duration

- 4.1 Before you can use eManifest Billing you must, at your own cost, undertake all systems and procedural changes required to enable you to meet the eManifest Billing Specification and notify us in writing once you have done this.
- 4.2 Once we have confirmed that you:
- (a) have made all such changes referred to in paragraph 4.1; and
  - (b) that you meet all of the Qualifying Criteria,
- we will notify you of the eManifest Billing Start Date.
- 4.3 Unless we agree with you otherwise, paragraphs 5 to 8 (inclusive) of this Schedule shall take effect on and from the eManifest Billing Start Date.
- 4.4 The terms of this Schedule shall continue to have effect until the date it is terminated under this Contract or paragraph 7 of this Schedule.

[Note: removed to simplify the drafting]

### 5 Participation in eManifest Billing

- 5.1 We agree to process your Mailing Items and to make eManifest Billing available to you in accordance with the terms of this Schedule (including the eManifest Billing Specification), and to comply with all of the terms of this Schedule.
- 5.2 You agree to present your Mailing Items in accordance with the terms of this Schedule (including the eManifest Billing Specification) and to comply with the terms of this Schedule.

[Note: removed to simplify the drafting]

### 6 Your Contract

- 6.1 Your Contract (including its Schedules and the User Guide) sets out your obligations about how to present Mailing Items to us and the procedures for handling your Mailing Items that do not comply with the terms of your Contract. Subject to paragraph 6.2 of this Schedule, you must continue to comply with these obligations and these procedures will continue to apply to the extent they are not dis-applied or changed under this Schedule.

6.2 For clarity, you and we agree that the terms of:

- (a) paragraphs 4 and 12.1(c) of Schedule 2 (The Services) of your Contract;
- (b) paragraph 5.2(e) of Schedule 20 (Royal Mail Mailmark®) of your Contract; and
- (c) sections 9.1, 9.4, 9.5, 11.4, 13.4, 15.1.3, 15.3.1 and 15.3.2 of the User Guide,

shall not apply between you and us to the extent that those terms directly conflict with the terms of this Schedule (including the eManifest Billing Specification).

## 7 Termination

7.1 Regardless of any other term of your Contract:

- (a) either of us may terminate this Schedule:
  - (i) by giving the other not less than thirty (30) days' written notice if the other Party commits any material or persistent breach of the terms of this Schedule;
  - (ii) on written notice to the other with immediate effect if Schedule 20 (Royal Mail Mailmark®) is terminated for whatever reason;
- (b) we may terminate this Schedule:
  - (i) by giving the other no less than six (6) months' written notice; and
  - (ii) immediately on written notice to you if at any time you no longer meet the Qualifying Criteria.

7.2 For clarity, you and we acknowledge that termination of this Schedule shall not automatically result in the termination of the terms of Schedule 20 (Royal Mail Mailmark®).

**[Note: removed to simplify the drafting]**

7.3 Upon termination of this Schedule:

- (a) e-Manifest Billing will no longer be made available to you; and
- (b) all the other terms of your Contract (including its Schedules and User Guide) that have been dis-applied or changed by this Schedule shall be reinstated and shall have full force and effect. For clarity, if Schedule 20 (Royal Mail Mailmark®) has not been terminated, its terms shall continue to apply.

**[Note: consolidated in clause 8 of the General Terms and Conditions in the Updated ALC]**

7.4 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 any obligations under the Schedule which were intended either to come into or remain in force after termination.

**[Note: consolidated in clause 8 of the General Terms and Conditions in the Updated ALC]**

## 8 Development of eManifest Billing

8.1 You and we recognise that eManifest Billing is pioneering in nature. Either of you or we may consider, once this Schedule has taken effect, that this Schedule (including the eManifest Billing Specification) does not address matters which should be addressed, or that the technical and operational elements of eManifest Billing do not function in a desirable way. If so, you and we agree to work together in good faith to try and resolve

any such issues and, if we decide it is necessary, we will make changes and update the terms of this Schedule and/or the eManifest Billing Specification.

- 8.2 Without prejudice to paragraph **Error! Reference source not found.**, we may change the terms of this Schedule (including the eManifest Billing Specification) at any time in accordance with clause 13.2.1(a) of your Contract.

## Appendix to Schedule 26

### eManifest Billing Specification

#### 9 System and Procedural Changes

- 9.1 Instead of uploading a Posting Docket and Exceptions report to DocketHUB, you will need to provide the handover documentation set out in paragraph 2 below. Therefore you need to make the necessary changes to your software to enable the upload of each of the Vehicle Manifest and eManifest with the information we require.

#### 10 eManifest Billing Process and your obligations

##### 10.1 Handover Documentation

- (a) You are no longer required to supply a Posting Docket in respect of each Daily Posting via DocketHUB. Instead you must:
- (i) upload a Vehicle Manifest to DocketHUB by 08:00am on the day of handover of your Mailing Items; and
  - (ii) ensure your driver hands over two hard copies of the Summary Vehicle Manifest to us upon arrival at the Inward Mail Centre in accordance with paragraph 10.2(f) below.
- (b) You must continue to upload an eManifest to the EHMS system in accordance with Schedule 20 (Royal Mail Mailmark®).
- (c) You must include container IDs in spare field 10 and ensure that the weight field is accurately populated in the eManifest.

##### 10.2 Vehicle Declarations and Vehicle Manifests

- (a) By 08:00 on each Working day, you shall accurately declare to us via DocketHUB the number of vehicles due to arrive at each Inward Mail Centre for each Access Slot (**Vehicle Declaration**). If you fail to provide, or provide us with an inaccurate Vehicle Declaration, we may not be able to accept your vehicle(s). If it is operationally practical for us to do so, we shall accept the vehicle(s) but we reserve the right to charge you an administrative charge.
- (b) For each day on which you handover Mailing Items to us, you must give us the details of which Containers are carried by each vehicle for handover at an Inward Mail Centre (**Vehicle Manifest**) by 08:00.
- (c) Each vehicle must bear a unique vehicle identifier that correlates to the Vehicle Manifest specific to that vehicle and which must be visible and legible to us on arrival at the Inward Mail Centre. Any such vehicle identification methodology that does not use vehicle registration number plates must be agreed in writing by us prior to use.
- (d) If you do not supply a Vehicle Manifest in line with paragraph 2.2(b) of this Annex, you must inform DSACC immediately. We shall refuse access to any vehicle that arrives at an Inward Mail Centre without having notified us in advance of its consignment by submitting a Vehicle Manifest.
- (e) If you have uploaded a Vehicle Manifest but the vehicle fails to arrive during the Access Slot, you must inform DSACC immediately. DSACC shall decide whether the vehicle will be cancelled or may have later access to the Inward Mail Centre. If the vehicle is cancelled, you must confirm to us the identity of the vehicle to be cancelled so that the correct Vehicle Manifest is cancelled.
- (f) When a vehicle arrives at an Inward Mail Centre, your driver must carry two copies of a manifest for that vehicle which set out the number of Containers by Container



type carried on the vehicle for each Posting (**Summary Vehicle Manifest**). You shall use the Summary Vehicle Manifest in place of the "Summary Manifest" referred to in sections 9.4 and 13.4 of the User Guide and the "Waybill" as referred to in section 9.8 of the User Guide. Two copies of the Summary Vehicle Manifest will be signed, timed and dated by one of our employees after the vehicle is unloaded. One copy will be retained by your driver as a delivery note, and the other by the Inward Mail Centre. For clarity, the handover of Mailing Items and the signing of the Summary Vehicle Manifest shall not constitute our acceptance of the Mailing Items.

- (g) After the Mailing Items have been unloaded from a vehicle, if we identify that the number of Yorks is not consistent with the number stated on the Vehicle Manifest, or that the Yorks are not labelled in line with the User Guide, we shall not process the Mailing Items until you have remedied the discrepancy. If you cannot do this, we may refuse the Mailing Items of that vehicle and you shall reload the Mailing Items onto your vehicle and remove them from the relevant Inward Mail Centre. We may require you to pay an administrative charge in these circumstances.
- (h) Our acceptance of a Posting only occurs after we carry out revenue protection checks and any issues have been resolved with you to our satisfaction.

### 10.3 Exceptions reports

- (a) You will no longer be required to upload an Exceptions report.
- (b) Once you have uploaded an eManifest, you must hand over your Mailing Items associated with that eManifest within five (5) days of it being uploaded. If, after uploading the eManifest, you identify containers which you are not going to hand over within such five (5) day period, you must inform DSACC.

### 10.4 Invoice generation

- (a) We will generate an invoice directly from the eManifest which you upload.
- (b) We will continue to provide invoices to you on a weekly basis, but we will also provide you with a daily auto billing report. This report will show you the Mailing Items that we will invoice in accordance with paragraph 2.4(a).

### 10.5 Client Reports

- (a) We will continue to issue to you a daily Client Report. However the Client Report shall contain only the same data as the eManifest.

## Schedule 27

### Mixing Supply Chain IDs

**[Note: moved to Schedule 5 (Operational Presentation Facilities) Part 4 in the Updated ALC]**

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). **[Note: removed to simplify the drafting]**

#### 1 Background

- 1.1 This Schedule sets out the terms on which we agree for you to mix Mailmark Mailing Items belonging to different SCIDs into Containers (**Mixing SCIDs**).
- 1.2 This Schedule applies to Mailing Items that are presented at an Inward Mail Centre in accordance with the terms of your Contract and Schedule 20 (Royal Mail Mailmark®).

#### 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. Any capitalised word or phrase not set out in paragraph 2.2 below shall have the meaning given to it in Schedule 1 of your Contract. **[Note: definitions now set out in Schedule 1 in the Updated ALC]**

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

<b>Container ID</b>	means the unique Container identification number that you have designated to the applicable Mixed SCID Container in accordance with the requirements of the User Guide;
<b>Mixed SCID Container(s)</b>	means a Container containing Mailmark Mailing Items that are from different SCIDs but are all of the same Format, Price Plan and Access Service;
<b>Mixing SCIDs Specification</b>	means the process and requirements set out in the Annex to this Schedule, as amended from time to time in accordance with clause 13.2.1(a) of your Contract;
<b>Mixing SCIDs Start Date</b>	means the date as notified by us to you in writing; and
<b>SCIDs</b>	Supply Chain IDs.

#### 3 Commencement and duration

- 3.1 Before you can hand over Mixed SCID Containers to us you must, at your own cost, undertake all systems and procedural changes required to enable you to meet the Mixing SCIDs Specification and notify us in writing once you have done this.
- 3.2 Once we have confirmed that you have made all such changes referred to in paragraph 3.1, we will notify you of the Mixing SCIDs Start Date.
- 3.3 Unless we agree with you otherwise, paragraphs 4 to 7 (inclusive) of this Schedule shall take effect on and from the Mixing SCIDs Start Date.

- 3.4 The terms of this Schedule shall continue to have effect until the date it is terminated under this Contract or paragraph 6 of this Schedule.

**[Note: removed to simplify the drafting]**

#### **4 Mixing SCIDs**

- 4.1 You agree to present your Mailing Items in accordance with the terms of this Schedule (including the Mixing SCIDs Specification) and to comply with the terms of this Schedule.

#### **5 Your Contract**

- 5.1 Your Contract (including its Schedules and the User Guide) sets out your obligations about how to present Mailing Items to us and the procedures for handling your Mailing Items that do not comply with the terms of your Contract. Subject to paragraph 5.2 of this Schedule, you must continue to comply with these obligations and these procedures will continue to apply to the extent they are not dis-applied or changed under this Schedule.

**[Note: removed to simplify the drafting]**

- 5.2 For clarity, you and we agree that the terms of:

- (a) paragraphs 5.2(b)(ii) of Schedule 6 (**Error! Reference source not found.**) of your Contract;
- (b) paragraphs 7.2(b)(i) of Schedule 6 (**Error! Reference source not found.**) of your Contract; and
- (c) paragraph 5.2(b)(iv) of Schedule 20 (Royal Mail Mailmark®) of your Contract,

shall not apply between you and us to the extent that those terms directly conflict with the terms of this Schedule (including the Mixing SCIDs Specification).

#### **6 Termination**

- 6.1 Regardless of any other term of your Contract:

- (a) either of us may terminate this Schedule:
  - (i) by giving the other not less than thirty (30) days' written notice if the other Party commits any material or persistent breach of the terms of this Schedule;
  - (ii) on written notice to the other with immediate effect if Schedule 20 (Royal Mail Mailmark®) is terminated for whatever reason;
- (b) we may terminate this Schedule by giving the other no less than six (6) months' written notice.

- 6.2 For clarity, you and we acknowledge that termination of this Schedule shall not automatically result in the termination of the terms of Schedule 20 (Royal Mail Mailmark®).

- 6.3 Upon termination of this Schedule:

- (a) you will no longer be permitted to mix SCIDs; and
- (b) all the other terms of your Contract (including its Schedules and User Guide) that have been dis-applied or changed by this Schedule shall be reinstated and shall have full force and effect. For clarity, if Schedule 20 (Royal Mail Mailmark®) has not been terminated, its terms shall continue to apply.

**[Note: removed to simplify the drafting]**

- 6.4 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 any obligations under the Schedule which were intended either to come into or remain in force after termination.

**[Note: consolidated in clause 8 of the General Terms and Conditions in the Updated ALC]**

## **7 Development of Mixing SCIDs**

- 7.1 You and we recognise that Mixing SCIDs is pioneering in nature. Either of you or we may consider, once this Schedule has taken effect, that this Schedule (including the Mixing SCIDs Specification) does not address matters which should be addressed, or that the technical and operational elements of Mixing SCIDs do not function in a desirable way. If so, you and we agree to work together in good faith to try and resolve any such issues and, if we decide it is necessary, we will make changes and update the terms of this Schedule and/or the Mixing SCIDs Specification in accordance with the terms of your Contract.
- 7.2 Without prejudice to paragraph 7.1, we may change the terms of this Schedule (including the Mixing SCIDs Specification) at any time in accordance with clause 13.2.1(a) of your Contract.

## Annex to Schedule 27

### Mixing SCIDS Specification

#### 8 Handover documentation

- 8.1 For each Mixed SCID Container, you must declare on the Posting Docket the following information:
- (a) code number "999999999" in the SCID field (**Mixed SCID Code**);
  - (b) code number "999999999" in the eManifest ID field (**Mixed eManifest ID Code**); and
- 8.2 if you choose to use UCIDs to identify your discrete postings, a discrete UCID pertaining to the Posting Entity in the UCID field (**Mixed UCID**).
- 8.3 You must declare the Container ID in spare field 10 of the eManifest for Mailing Items that you put into Mixed SCID Containers.

#### 9 Advertising Mail

- 9.1 For Royal Mail Advertising Mail® Postings, where you, or the Customer Entity or Originating Posting Customer, as the case may be, wish to exercise the Data Opt Out preference or apply a Mail Reference for the applicable Advertising Mail Posting, you must use only the Mailmark eManifest to denote these in accordance with the User Guide. For clarity, the Posting Docket must not be used by you to exercise a Data Opt Out preference or to provide the Mail Reference for a Mixed SCID Container.
- 9.2 For For Mixed SCID Containers of Advertising Mail, each seed/sample of mailing pack design which you submit to us must reference the Mixed UCID pertaining to the Mixed SCID Containers.

#### 10 Compliance

- 10.1 For Mixed SCID Containers containing Mailmark Mailing Items from different Supply Chains, you must ensure that all Mailmark Mailing Items in each Mixed SCID Container belong to the same Mailmark credit account.
- 10.2 You shall not reuse a Container ID more than once in a 90-day period, commencing from the date you include that Container ID in the eManifest.
- 10.3 If a Mixed SCID Container which you have identified on the eManifest is not handed over to us on the day the eManifest is confirmed, the Container ID for the Mailing Items in that Mixed SCID Container must not be changed if the Mailing Items are to be resubmitted within 5 days of the eManifest being confirmed.

## Schedule 28

### ROYAL MAIL PARTIALLY ADDRESSED MAIL®

**[Note: moved to Schedule 4 (Standard Services) Part 1 in the Updated ALC. Generally these provisions have been amended and consolidated in the equivalent provisions in the Advertising 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): **[Note: removed to simplify the drafting]**

#### 1 Background

1.1 This Schedule sets out the terms on which you and we agree that you may post Partially Addressed 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:

**[Note: Definitions moved to Schedule 1 and a number of these definitions have been amended and consolidated in those for Advertising Mail]**

**Advertising Mail** an Access Service, as detailed in Schedule 6 of the Contract if Schedule 6 is incorporated in your Contract;  
**[Note: Definition amended]**

**ASBOF** the Advertising Standards Board of Finance or any successor body of that body from time to time;

**ASBOF Levy** the voluntary levy on Partially Addressed Mail payable to ASBOF;

**Data Opt Out** means:  
(a) your right (where you are the posting customer); or  
(b) the Originating Customer's or Customer Entity's right (as applicable),  
to opt out of JICMAIL's data sharing initiative as referred to in paragraph 13.2.2, and includes any subsequent data opt out referred to in paragraph 14.2.3 as applicable;

**Independent Marketing Specialists** means Nielsen Media Research Limited (company no. 01765758) with registered offices at Venture House, 2 Arlington Square, Downshire Way, Bracknell, Berkshire, RG12 1 WA, and such additional and/or replacement independent advertising market analysts as appointed by JICMAIL from time to time;

**Industry Input Data** means, in respect of each Partially Addressed Mail Posting for which the Data Opt Out has not been exercised:

- (a) the identity of the advertiser and the brand for that Partially Addressed Mail Posting;
- (b) Partially Addressed Mail volumes for that Partially Addressed Mail Posting disaggregated to SSC level (but no lower); and/or
- (c) the Mail Reference for that Partially Addressed Mail Posting;

**JICMAIL** means JICMAIL LIMITED with company number 04123433 and whose registered address is 70 Margaret Street London W1W 8SS, or such replacement company from time to time;

**JICMAIL Levy** the voluntary levy on advertising mail payable to JICMAIL;

**JICMAIL Levy Cap** means:

- a) in the 2021 calendar year, a cap of £5,000 per each Originating Customer and Customer Entity;
- b) in any subsequent year, the amount published on our Website (and, for the avoidance of doubt, if no cap is published on our Website then no cap shall apply);

**Mail Producer** means an entity who produces Partially Addressed Mail and hands it over to you on behalf of a Customer Entity or an Originating Customer;

**Mail Reference** a unique reference code of no more than twenty (20) characters which identifies a Customer Entity's or Originating Customer's specific Partially Addressed Mail or Advertising Mail Posting such that each Partially Addressed or Advertising Mail Posting will have a unique and distinct Mail Reference associated with it; and

**Partially Addressed Mail** Mailing Items which are declared by you as partially addressed mail, and which meet the criteria for Partially Addressed Mail set out in this Contract including this Schedule 28;

**Partially Addressed Mail Discount** the reduction on the charges payable on a Mailing Item eligible for Partially Addressed Mail compared to the charges payable on the applicable non-Partially Addressed Mail Access Service, as published on our Website; **[Note: definition consolidated in one definition of "Discount"]**

**Partially Addressed Mail Information** means in respect of a given Partially Addressed Mail Posting:

- (a) the information provided to us on a Posting Docket or e-Manifest (as applicable), in the course of providing the Partially Addressed Mail service for that Posting;
- (b) the Sample/Seed referred to in paragraph 7.1 which relates to that Posting; and

- (c) the Mail Reference provided on the Posting Docket or e-Manifest (as applicable) and on the Sample/Seed to us pursuant to paragraph 13.3.1(a) for that Posting;

**[Note: This has been combined with the definition of Ad Mail Information]**

**Partially Addressed Mail Posting** a UCID Posting containing only Partially Addressed Mail;

**Sample/Seed** has the meaning given in paragraph 7.1.

### **3 Commencement and duration**

- 3.1 The terms of this Schedule shall take effect from the Access Start Date, or such other 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 8.1.3, 9.6.2 or 12 of this Schedule.

**[Note: consolidated in clauses 1 and 7 of the General Access Terms and Conditions in the Updated ALC]**

### **4 The Partially Addressed Mail Service**

- 4.1 Partially Addressed Mail is a six Working Day delivery service performed Monday to Saturday. We aim to deliver your Mailing Items on the first Working Day after handover and acceptance by us. **[Note: see Schedule 2, paragraph 2 in the Updated ALC]**

### **5 Specifications for Partially Addressed Mail**

- 5.1 The specifications and requirements set out in this Schedule are in addition to the specifications and requirements contained elsewhere in your Contract, including the User Guide. You must comply with those specifications and requirements in addition to those set out in this Schedule. **[Note: see clause 5 and Schedule 4, Part 1 paragraph 2.1 in the Updated ALC]**

- 5.2 To qualify as Partially Addressed Mail you shall ensure:

- 5.2.1 that you use Royal Mail Mailmark® to post Partially Addressed Mail Postings, unless your Mailing Items are single piece postcards, in which case you must sort such Mailing Items to Access 1400;
- 5.2.2 that Mailing Items:
- (a) consist of a largely uniform message to all addressees of the Partially Addressed Mail Posting;
  - (b) have the purpose of promoting the sale or use of products or services, or to encourage contribution to or support of a cause;
  - (c) do not contain any personally identifiable information;
  - (d) are not addressed to a named person;
  - (e) are presented in trays or bags or, as long as the requirements set out in the User Guide for an unbagged posting are met, are presented unbagged;
  - (f) are presented in bags or trays that exclusively contain Partially Addressed Mail and if presented as an unbagged posting, are in bundles that exclusively contain Partially Addressed Mail;
  - (g) meet the requirements of the data specification set out in paragraph 6 of this Schedule and seed Mailing Items set out in paragraph 7 of this Schedule; and



- (h) comply with the Presentation Specifications of the User Guide; and
- 5.2.3 that each Partially Addressed Mail Posting:
- (a) contains a minimum 10,000 Mailing Items in a Daily Posting;
  - (b) is assigned a UCID pertaining to the Originating Customer or Customer Entity, to be used in line with this Contract. (For clarity, you may not mix Mailing Items with different mailing pack designs in Containers assigned to a single UCID); and
  - (c) unless the Data Opt Out has been exercised, has an unique Mail Reference assigned to it and that the same Mail Reference is entered on the Posting Docket or e-Manifest (as applicable) and the associated Sample/Seed,

and, for the avoidance of doubt, the Partially Addressed Mail Discount will nonetheless apply to the Partially Addressed Mail Posting provided such Mail Items comply with remainder of this paragraph 5.2 even if the Data Opt Out has been exercised in accordance with 13.2.2 or 14.2.3 (as applicable).

5.3 You may opt to include a “declaration” message on each Mailing Item that reads, "No personal data about recipients has been used in the creation of this mailing". If you do elect to include such a declaration, you must position the declaration on the Mailing Item in accordance with the Presentation Specifications of the User Guide.

5.4 A Partially Addressed Mail Posting may be presented in Yorks with other UCID Postings or Consolidated Postings, as long as you use Yorks in line with this Contract.

## **6 Data specification**

6.1 To qualify for Partially Addressed Mail you must ensure that all Mailing Items in each Partially Addressed Mail Posting are posted to each household in a targeted postcode except:

- 6.1.1 any household where habitants are an existing customer of the Originating Customer or Customer Entity; and
- 6.1.2 any household where a habitant has opted out from receiving such Mailing Items; and
- 6.1.3 any postcode that contains only a single household; and
- 6.1.4 any household or address that itself contains personal data (for example, where habitants' names form part of the address).

6.2 As part of ensuring your compliance with the requirements set out in paragraph 6.1 (and without prejudice to the obligations in that paragraph 6.1), you will:

- 6.2.1 use a version of PAF that removes any postcode that contains only a single household and any household that contains personal data;
- 6.2.2 maintain a documented internal procedure for suppressing customer and prospect data. You must prepare your suppression files within 30 days or less before the Mailing Item that uses the data is delivered to the recipient;
- 6.2.3 keep and maintain an internal suppression file to ensure that opt-outs are properly logged, and each Partially Addressed Mail Posting must be run against these files 30 days or less before the Mailing Item that uses the data is delivered to the recipient;
- 6.2.4 keep and maintain each suppression file for a minimum of two years from the date of its creation; and
- 6.2.5 at your option, use the MPS file to suppress the data at a household level.

You shall ensure that you have and maintain all rights, consents and permissions required in order to carry out such data suppression activities and any other activities required in order to ensure that you comply with the terms of this Schedule.

## **7 Seed Mailing Items**

**[Note: consolidated in Advertising Mail – see Schedule 4, Part 1, paragraph 3 in the Updated ALC]**

- 7.1 For each Partially Addressed Mail Posting you must provide us with a sample of each mailing pack design to verify conformance to the content requirement of the Partially Addressed Mail specification. This can be provided as a sample pack prior to posting or by including us as a seed to the Posting (the **Sample/Seed**). We will retain each of the items received and use them for:
- 7.1.1 reference during the audit process as set out in paragraph 9 of this Schedule; and
  - 7.1.2 unless the Data Opt Out has been exercised, the purpose envisaged in paragraph 13.1 of this Schedule.
- 7.2 You are required to provide samples or seeds that are exact reproductions of the Mailing Items posted in terms of both envelopes used and contents enclosed for each Partially Addressed Mail Posting. The samples or seeds must:
- 7.2.1 be addressed to our nominated address or email address (if sending electronically) as detailed in the User Guide, or such other location as may be notified from time to time;
  - 7.2.2 include:
    - (a) the posting Customer Entity's or Originating Customer's UCID; and
    - (b) unless the Data Opt Out has been exercised, a unique Mail Reference for the specific Partially Addressed Mail to which the Sample/Seed relates; and
  - 7.2.3 be handed over to us on the same date as the Partially Addressed Mail Posting is posted.

## **8 Failure to meet the specifications**

- 8.1 If you hand over an Partially Addressed Mail Posting and we establish to our reasonable satisfaction that you have not complied with all or any of your obligations under this Schedule or that Mailing Items in that Partially Addressed Mail Posting do not meet the Partially Addressed Mail specifications, we may either:
- 8.1.1 reject the Partially Addressed Mail Posting;
  - 8.1.2 allow you to hand over the Partially Addressed Mail Posting but remove the Partially Addressed Mail Discount from that Partially Addressed Mail Posting and charge you the applicable Access Charges for the Access Service specification that those Mailing Items meet; or
  - 8.1.3 suspend or terminate your right to post Partially Addressed Mail under this Schedule immediately on giving written notice to you.

**[Note: Consolidated with similar provisions for other Services and moved to Clause 3.8 of the General Access Terms and Conditions in the Updated ALC]**

## **9 Audit and non-compliance**

**[Note: this has been combined with the equivalent provisions for Advertising Mail - see Schedule 4, Part 1, Paragraph 6 in the Updated ALC]**

- 9.1 We must be reasonably satisfied at all times that you can comply, and are complying, with the terms of the Contract in relation to Partially Addressed Mail including the terms of this Schedule. To satisfy us of your ability to comply and your continued compliance with those terms, you agree, among other things, to:
- 9.1.1 allow us to carry out a compliance audit in line with paragraphs 9.2 and 9.3 of this Schedule;
  - 9.1.2 provide us with Samples/Seeds; and
  - 9.1.3 prior to each Partially Addressed Mail Posting, notify us of the identity of your Originating Customers or Customer Entities submitting Samples/Seeds as Partially Addressed Mail, provided that we may use this information for the sole and exclusive purpose of auditing the relevant Mailing Items for compliance with this Schedule.

- 9.2 Before or after you hand over to us an Partially Addressed Mail Posting, or at any time while this Schedule forms part of your Contract, and if requested by us on not less than five Working Days' notice, you agree to allow us to carry out a compliance audit of your supply chain and mailing processes and the supply chain and mailing processes of your Originating Customers and Customer Entities for whom you are handing over Partially Addressed Mail. You shall provide all reasonable assistance that we reasonably require with any such audit, including but not limited to promptly giving us access to your premises, staff, records and processes and to procuring us access to the premises, staff, records and processes of your Originating Customers or Customer Entities where such access is reasonably required by us for the purpose of our audit.
- 9.3 If we wish to carry out an audit without visiting your premises, you shall co-operate with us by responding fully and promptly to any reasonable requests that we make for information or documentation. This may include, but is not limited to, requiring you to tell us the identity of your Originating Customers or Customer Entities that are submitting seeds in their Partially Addressed Mail Posting. We undertake to keep confidential the identity of those Originating Customers or Customer Entities and to use that information for the sole and exclusive purpose of auditing your compliance with the terms of this Schedule.
- 9.4 For the avoidance of doubt, nothing in this paragraph 9 will restrict us from using the identity of the Originating Customer or Customer Entity for the purpose of paragraph 0 where the Data Opt Out has not been exercised by them.
- 9.5 Whether or not we carry out an audit, it is your responsibility to ensure all Mailing Items handed over to us as Partially Addressed Mail meet the requirements of this Schedule.
- 9.6 If we (acting reasonably) consider that you have not complied and/or cannot comply fully with the terms of the Contract in relation to Partially Addressed Mail including the terms of this Schedule, we may:
- 9.6.1 (regardless of any other term of this Contract) suspend your rights under this Schedule until we are satisfied of your compliance and your ability to comply;
- 9.6.2 (regardless of any other term of this Contract) terminate your rights under this Schedule if we reasonably consider it appropriate; and
- 9.6.3 where we can demonstrate that you have not fully complied with the terms of this Schedule in respect of specific Partially Addressed Mail Postings and where you have benefited from the charges available for Partially Addressed Mail, we may require you to pay us:
- (a) a sum equal to the difference between the aggregate Partially Addressed Mail (whichever is applicable) charges paid as part of such Posting(s) and the appropriate Access Service charges that would have been payable by you for such Posting(s) under the Contract for Mailing Items that do not qualify as Partially Addressed Mail; and
- (b) our reasonable costs and expenses incurred in carrying out the audit and calculating the amount due from you under (a) above.

## 10 Pricing

### 10.1 In relation to Partially Addressed Mail:

- 10.1.1 only Mailing Items eligible for Partially Addressed Mail that you hand over to us and we accept will qualify for the Partially Addressed Mail Discount; and **[Note: consolidated in the similar provision for the Partially Addressed Mail discount – please see Schedule 4, Part 1, paragraph 7 in the Updated ALC.]**
- 10.1.2 regardless of any other term of this Contract, we may change the Partially Addressed Mail Discount on at least ten weeks' prior written notice. **[Note: consolidated in clause 13 of the General Access Terms and Conditions in the Updated ALC]**
- 10.2 All discounts shall be credited to you on the occasion of each Daily Posting in line with the payment terms set out in clause 11 of the General Access Terms and Conditions. **[Note: consolidated in the similar provision for the Partially Addressed Mail discount – please see Schedule 4, Part 1, paragraph 7 in the Updated ALC.]**

- 10.3 We publish the Partially Addressed Mail charges (which are inclusive of the Partially Addressed Mail Discount) 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. **[Note: consolidated in clauses 11 and 13 of the General Access Terms and Conditions in the Updated ALC]**

## **11 Deduction of the ASBOF Levy**

- 12 [Note: consolidated in the similar provision for the Partially Addressed Mail discount – please see Schedule 4, Part 1, paragraph 4 in the Updated ALC]**

12.1 You agree that we may, subject to paragraph 11.3 of this Schedule, collect the ASBOF Levy on behalf of ASBOF on all direct mail Mailing Items presented as Partially Addressed Mail under the terms of the Contract. The ASBOF Levy is voluntary. We shall pass the entire value of the ASBOF Levy to ASBOF at the end of each quarter of the financial year. The value of the ASBOF Levy shall be that as stated on the pricing page of the Website, as changed from time to time. You and we agree that when you present Mailing Items as Partially Addressed Mail with Advertising Mail, the ASBOF Levy will be applied only once and not across both Access Services.

12.2 You acknowledge that we are providing a collection service for the ASBOF Levy only. If you want a refund of the ASBOF Levy that you have paid, you must submit a written retrospective claim to ASBOF, on a quarterly or annual basis, to be sent to The Treasurer, ASBOF, 5<sup>th</sup> Floor, 21 Berners Street, London W1T 3LP (or such other address as may be advised from time to time), giving the following information:

12.2.1 evidence confirming that you have paid the ASBOF Levy, and confirmation of the amount paid; and

12.2.2 an explanation (in reasonable detail) setting out the reason for your request for a refund.

12.3 We will notify you if we are no longer appointed to collect the ASBOF Levy.

12.4 We may amend or withdraw the requirements of this paragraph 11 of this Schedule on three months' notice.

## **13 Change and termination**

**[Note: now consolidated in clauses 11 and 13 of the General Access Terms and Conditions in the Updated ALC]**

Regardless of any other term of this Contract, we may change or withdraw the Partially Addressed Mail service on four months' written notice in which event this Schedule 28 will terminate at the expiry of that four month period.

13.1 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 and asked to take steps to remedy the breach.

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

13.2.1 you fail to pay any Postage, Surcharges, Profile Surcharges or other charges due under this Contract as they fall due; or

13.2.2 an Insolvency Event occurs.

13.3 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.

## **14 Partially Addressed Mail Information**

**[Note: this has been combined with the equivalent provisions for Advertising Mail - see Schedule 4, Part 1, Paragraph 5 in the Updated ALC]**

14.1 We wish to use Partially Addressed Mail Information for the purpose of assessing the circulation of Partially Addressed Mail and to create an advertising mail currency that

enables advertisers to benchmark their investments in Partially Addressed Mail against other media. To do this we wish to share the Industry Input Data with JICMAIL and permit JICMAIL to share the Industry Input Data with the Independent Marketing Specialists for the purpose of creating reports for the industry.

- 14.2 You agree to inform each Originating Customer and Customer Entity:
- 14.2.1 of our wish to use their Partially Addressed Mail Information and share their Industry Input Data for the purposes set out in paragraph 0;
  - 14.2.2 that they have the right to opt out of us using their Partially Addressed Mail Information and sharing their Industry Input Data (the **Data Opt Out**) by instructing you to notify us by email using the opt out form available on our Website, providing us with the identity of the Originating Customer or Customer Entity who wishes to exercise the Data Opt Out together with their UCID and SCID (if applicable), such notice to be sent to the email address specified in the opt out form with the subject heading 'JIC Opt Out' (**Data Opt Out Notification**);
  - 14.2.3 that the Data Opt Out shall be valid for a period of 12 months from the date of receipt of the Data Opt Out Notification (**Opt Out Period**), following which the Originating Customer or Customer Entity will need to instruct you to send a further Data Opt Out Notification in accordance with paragraph 13.2.2 above should it wish to exercise the Data Opt Out for a further Opt Out Period; and
  - 14.2.4 that:
    - (a) if they wish to exercise the Data Opt Out, then it is their responsibility to ensure that they instruct you to send a Data Opt Out Notification in accordance with paragraphs 13.2.2 and 14.2.3 above (as applicable); and
    - (b) if we have not received a Data Opt Out Notification, or if the Data Opt Out has expired and we have not received a subsequent Data Opt Out Notification, then we shall be entitled to treat that as their consent for us to use their Partially Addressed Mail Information and share their Industry Input Data for the purpose set out in paragraph 0 and we shall have no liability to them in respect of such use even if they had instructed you otherwise.
- 14.3 We will use reasonable efforts to notify you in advance of expiry of the relevant Opt Out Period.
- 14.4 You will ensure that:
- 14.4.1 if the Data Opt Out has not been exercised pursuant to paragraph 13.2.2 or 14.2.3 (as applicable), then:
    - (a) the posting Customer Entity or Originating Customer must ensure each Partially Addressed Mail is assigned the correct Mail Reference and such Mail Reference is declared on the Posting Docket or e-Manifest (as applicable) and the associated Sample/Seed item; and
    - (b) where an individual Partially Addressed Mail Posting is being posted across a number of different days, then the same Mail Reference is to be used for each day of that Partially Addressed Mail Posting.
- 14.5 Paragraphs 0 to 14.4 shall apply equally if you are the posting customer of the Partially Addressed Mail, in which case:
- 14.5.1 you may exercise the Data Opt Out by sending us a Data Opt Out Notification in accordance with paragraph 13.2.2;
  - 14.5.2 however, if we have not received a Data Opt Out Notification, or if the Data Opt Out has expired in accordance with paragraph 13.2.2 and we have not received a subsequent Data Opt Out Notification, then we will be entitled to treat that as your consent for us to use the Partially Addressed Mail Information and share the Industry Input Data for the purpose set out in paragraph 0.
- 14.6 We each agree that, for the purpose of clause 9 (Confidentiality) of the General Access Terms, the Partially Addressed Mail Information shall not be Confidential Information:

- 14.6.1 for those Customer Entities and Originating Customers who have not exercised the Data Opt Out; or
- 14.6.2 where you are the posting customer, where you have not exercised the Data Opt Out.

**15 Deduction of the JICMAIL Levy**

- 15.1 You agree that we may, subject to paragraph 14.3 of this Schedule, collect the JICMAIL Levy on behalf of JICMAIL on all direct mail Mailing Items presented as Partially Addressed Mail under the terms of the Contract. The JICMAIL Levy is voluntary. We shall pass the entire value of the JICMAIL Levy to JICMAIL at the end of each quarter of the financial year. The value of the JICMAIL Levy shall be that as stated on the pricing page of the Website, as changed from time to time, and shall be subject to the JICMAIL Levy Cap per each Originating Customer and Customer Entity. Any amounts paid by you in excess of the JICMAIL Levy Cap will be refundable by JICMAIL and we will not be liable to you in respect of any amounts paid by you in excess of the JICMAIL Levy Cap. You and we agree that when you present Mailing Items as Partially Addressed Mail with Advertising Mail, the JICMAIL Levy will be applied only once and not across both Access Services.
- 15.2 You acknowledge that we are providing a collection service for the JICMAIL Levy only. If you want a refund of the JICMAIL Levy that you have paid, you must submit a written retrospective claim to JICMAIL, on a quarterly or annual basis, to be sent to The Treasurer, JICMAIL Limited, DMA House, 70 Margaret Street, London W1W 8SS (or such other address as may be advised from time to time), giving the following information:
  - 15.2.1 evidence confirming that you have paid the JICMAIL Levy, and confirmation of the amount paid; and
  - 15.2.2 an explanation (in reasonable detail from a board member) setting out the reason for your request for a refund.
- 15.3 We will notify you if we are no longer appointed to collect the JICMAIL Levy.
- 15.4 We may amend or withdraw the requirements of this paragraph 14 of this Schedule on 70 days' notice.

**[Note: consolidated in the similar provision for the Partially Addressed Mail discount – please see Schedule 4, Part 1, paragraph 4 in the Updated ALC]**

## Schedule 29

### Trunking Services

**[Note: moved to Schedule 4 (Standard Services) Part 4 in the Updated ALC]**

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): **[Note: removed to simplify the drafting]**

#### 1 Background

- 1.1 From time to time we may offer one or more services where you and we agree that you may hand over Mailing Items for specified Postcode Areas at an alternative Inward Mail Centre to the one required by paragraph 9.1 of Schedule 2 to your Contract and we will transport such Mailing Items to the destination Inward Mail centre on your behalf.
- 1.2 This Schedule sets out the terms on which you and we agree that such a service shall be operated. **[Note: removed to simplify the drafting]**
- 1.3 The Trunking Services between a specified Handover Inward Mail Centre and a specified Destination Inward Mail Centre shall each operate as a separate Trunking Scheme for a fixed period. You may apply to participate in one or more Trunking Schemes in any given year by following the application process specified in paragraph 5 of this Schedule.
- 1.4 The availability of Trunking Services shall be at our sole discretion. We shall publish potential and live Trunking Schemes on our Website.

#### 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:

**[Note: definitions now in the Schedule 1 in the Updated ALC]**

"**Application Period**" means, in respect of each Trunking Scheme, a period of 30 days commencing on the date on which we publish the potential Trunking Scheme in accordance with paragraph 5.2(a);

"**Carrier Combined York Allocation**" means the total maximum number of Yorks allocated to all Carriers for each Posting, as set out in the relevant Trunking Scheme Particulars;

"**Carriers**" has the meaning given at paragraph 6.2 (and "**Carrier**" shall be construed accordingly);

"**Destination Inward Mail Centre**" means the Inward Mail Centre to which we will transport Mailing Items for the Destination Postcodes Areas on your behalf if you are participating in the relevant Trunking Scheme, as specified in the Trunking Scheme Particulars;

"**Destination Postcode Areas**" means the Postcode Areas for each Trunking Scheme specified in the Trunking Scheme Particulars;

"**Handover Inward Mail Centre**" means the Inward Mail Centre where you shall deposit Mailing Items which correspond to the Destination Postcode Areas if you are participating in the relevant Trunking Scheme, as specified in the Trunking Scheme Particulars;

"**Handover Time**" means the time specified in the Trunking Scheme Particulars;

**"Royal Mail's Transportation Cost"** means the annual cost which we incur for providing the Trunking Services for each Trunking Scheme, for the Trunking Scheme Period, as notified to you by us;

**"Specification"** means the document set out in Part 1 of the Annex to this Schedule, as amended from time to time in accordance with this Schedule;

**"Trunking Fee"** means the charge for each Trunking Scheme specified in the Trunking Scheme Particulars, payable for the Trunking Services and calculated in accordance with paragraph 6.2;

**"Trunking Scheme Particulars"** means the particulars of each Trunking Scheme, as set out in Part 2 of the Annex to this Schedule and as otherwise notified to you and/or published from time to time on our Website;

**"Trunking Scheme Period"** has the meaning given in paragraph 5.2;

**"Trunking Scheme Start Date"** mean the start date of each Trunking Scheme, as specified in the Trunking Scheme Particulars;

**"Trunking Scheme"** means the provision of Trunking Services from one specified Handover Inward Mail Centre to one specified Destination Inward Mail Centre;

**"Trunking Services"** means the services to be provided by us as part of this Schedule, as further described in Paragraph 4 and this Schedule;

**"Your Percentage"** has the meaning given at paragraph 6.2; and

**"Your York Allocation"** means the maximum number of Yorks containing Mailing Items for the Destination Postcode Areas which you may present on any given Posting in relation to each Trunking Scheme, as notified by us to you in accordance with paragraph 5.2(c).

### 3 Commencement and duration

**[Note: consolidated in clauses 1 and 7 of the General Access Terms and Conditions in the Updated ALC]**

3.1 The terms of this Schedule shall take effect from:

- (a) the Access Start Date where you are entering into this Schedule at the same time as entering into the Contract; or
- (b) such other date that is agreed between you and us;

and shall remain in force until the date it is terminated under this Contract.

3.2 To avoid doubt each Trunking Scheme shall terminate upon the end of the relevant Trunking Scheme Period and shall not automatically continue or renew unless mutually agreed between the parties (in writing). If there is more than one Trunking Scheme operating at any time, it is agreed that each Trunking Scheme may cease to operate and be capable of being terminated without that resulting in any other concurrent Trunking Scheme ceasing to operate or being terminated as a necessary consequence.

### 4 Trunking Schemes

4.1 Subject to you complying with the terms of this Schedule, during the term of this Schedule, for each Trunking Scheme that you participate in we shall transport (in accordance with the Trunking Scheme Particulars for that Trunking Scheme) to the Destination Inward Mail Centre, Mailing Items for the Destination Postcode Areas, which have been handed over by you to us at the Handover Inward Mail Centre in accordance with the Specification and, up to and including Your York Allocation for that Trunking Scheme.



## 5 Application to participate in Trunking Schemes

- 5.1 In order for a Trunking Scheme to be viable, a single or multiple Carrier(s) committing to a minimum volume of Mailing Items must enter into each Trunking Scheme. The minimum viable volume of Mailing Items for each potential Trunking Scheme shall be determined by us at our sole discretion.
- 5.2 Each Trunking Scheme shall operate for a fixed term specified in the Trunking Scheme Particulars, starting on the Trunking Scheme Start Date (the **Trunking Scheme Period**). The application process for each Trunking Scheme shall be conducted as follows:
- (a) We shall publish details of each potential Trunking Scheme no later than 60 days prior to the relevant Trunking Scheme Start Date on our Website and shall concurrently notify you by email on each occasion such details are published.
  - (b) You may express your interest in participating in a Trunking Scheme during the Application Period by submitting a copy of the Trunking Scheme application form located on our Website. **Your application shall include a non-binding estimate of the number of Yorks which you request us to transport as part of that Trunking Scheme. [Note: deleted per contract change notice]**
  - (c) After the end of the Application Period, we shall assess the carrier applications for that Trunking Scheme to determine if it is operationally viable. If, at our sole discretion, we determine that the potential Trunking Scheme is operationally viable, we shall notify you of Your York Allocation, Royal Mail's Transportation Cost and the corresponding Trunking Fee.
  - (d) You shall tell us in writing within 7 days of receipt of the notice described in paragraph 5.2(c) if you no longer wish to participate in the relevant Trunking Scheme on that basis. If you do not respond in that period, that will be deemed to be acceptance of Your York Allocation and the corresponding Trunking Fee, and acceptance of your participation in the relevant Trunking Scheme generally.
  - (e) We will review the carrier responses and/or the deemed acceptances for each potential Trunking Scheme and notify you if the Trunking Scheme is viable to proceed.
  - (f) Each Trunking Scheme shall commence from the relevant Trunking Scheme Start Date and (subject to paragraph 7) continue for the relevant Trunking Scheme Period.

## 6 Trunking Fee

- 6.1 In consideration for us providing the Trunking Services, you agree to pay the Trunking Fee in accordance with this paragraph 6.
- 6.2 The Trunking Fee is a single fee for the fixed Trunking Scheme Period and will be calculated by apportioning Royal Mail's Transportation Cost between all carriers that have agreed to participate in a Trunking Scheme ("**Carriers**") using the following two-stepped formula:

STEP 1:  $\frac{\text{Your York Allocation}}{\text{Carrier Combined York Allocation}} \times 100 = \% \text{ of Royal Mail's Transportation Cost to be paid by you ("Your Percentage")}$

Carrier Combined York Allocation

STEP 2: Multiply Royal Mail's Transportation Cost by Your Percentage

For the avoidance of doubt, if you are the sole Carrier participating in any Trunking Scheme (and we have deemed that Trunking Scheme to be viable notwithstanding that you are the only Carrier participating), you shall pay 100% of Royal Mail's Transportation Cost.

- 6.3 The Trunking Fee for each Trunking Scheme is payable in full in advance of the Trunking Scheme Start Date.
- 6.4 You will pay invoices in full within 30 days of the date of the invoice. An invoice is deemed to be received on the Working Day following the date on which we send it to you.
- 6.5 The Trunking Fee is expressed as exclusive of VAT. You shall pay any VAT payable on the Trunking Fee.

**[Note: consolidated in clause 11 of the General Access Terms and Conditions in the Updated ALC]**

## 7 Termination and Suspension

- 7.1 We reserve the right to unilaterally suspend any Trunking Scheme at any time in accordance with Clause 7 (Disruptive Event) of this Contract.
- 7.2 Regardless of any other term of this Contract, either of us may terminate any Trunking Scheme(s) or the Schedule by giving the other Party not less than 30 days' written notice.
- 7.3 Regardless of any other term of this Contract, either of us may terminate either the relevant Trunking Scheme(s) or 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 provided only that, 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 and asked to take steps to remedy the breach. **[Note: consolidated in clause 7 of the General Access Terms and Conditions in the Updated ALC]**
- 7.4 Regardless of any other term of this Schedule, we may terminate either this Schedule or the relevant Trunking Scheme (as stated below) on written notice with immediate effect (and without owing any liability to you whatsoever for any costs which you may incur as a result of such termination) if: **[Note: consolidated in clause 7 of the General Access Terms and Conditions in the Updated ALC]**
- (a) you fail to pay the Trunking Fee or other charges due under this Contract as they fall due (and this termination right shall apply, at our sole discretion, either to the relevant Trunking Scheme or the Schedule); or
  - (b) an Insolvency Event occurs (and this termination right shall apply to the Schedule).
- 7.5 If a change in law, change in regulation or decision by any regulatory body results in the Trunking Services becoming economically unviable, we may either:
- (a) notify you of our intention to charge an uplift to the Trunking Fees (**Fees Uplift**) (**Uplift Notice**); or
  - (b) terminate the Trunking Scheme(s) which has become economically unviable on 30 days' notice.
- 7.6 Where we notify you of the charges uplift in accordance with paragraph 7.5(a), you must notify us within ten (10) days of the receipt of the Uplift Notice whether you would be prepared to accept the Fees Uplift and the parties shall meet to discuss and agree in good faith any Fees Uplift.
- 7.7 Once the parties have agreed any Fees Uplift in accordance with paragraph 7.6, the Fees Uplift shall be payable by you in accordance with the payment terms agreed between us in the General Terms and Conditions.
- 7.8 If you do not respond to the Uplift Notice within the time period stated in paragraph 7.6 or you notify us that you do not wish to accept any Fees Uplift, we will have the right to terminate the Trunking Scheme(s) to which the Uplift Notice relates in accordance with paragraph 7.5(b).

## 8 Consequences of Suspension or Termination

8.1 Termination of this Schedule by either of us for any reason shall not affect any rights which have accrued to either of us under this Schedule before the date of termination. **[Note: consolidated in clause 8 of the General Access Terms and Conditions in the Updated ALC]**

8.2 You acknowledge that we have incurred costs in relation to the delivery of the Trunking Services and accordingly you agree that you shall not be entitled to a refund of any Trunking Fees in the event of:

- (a) termination by you for convenience pursuant to paragraph 7.2 if you are not the sole Carrier participating in that Trunking Scheme;
- (b) termination by us for your breach of contract pursuant to paragraph 7.3 or paragraph 7.4(a);
- (c) termination by us due to an Insolvency Event pursuant to paragraph 7.4(b); or,
- (d) (subject to paragraph 8.3) termination for any other reason.

8.3 You shall be entitled to a refund of the portion of the Trunking Fees that have been paid in advance in respect of Trunking Services not provided by us subsequent to termination only if any of the following occurs:

- (a) termination by us for convenience pursuant to paragraph 7.2;
- (b) termination by you for convenience pursuant to paragraph 7.2 if you are the sole Carrier participating in that Trunking Scheme;
- (c) termination by us arising as a consequence of a change in law, change in regulation or decision by any regulatory body pursuant to paragraph 7.5(b);
- (d) termination by you for our breach of contract pursuant to paragraph 7.3; or
- (e) termination by you due to an Insolvency Event pursuant to paragraph 7.4(b),

in which case your refund will be calculated by reference to the proportion of the Trunking Scheme Period that has not elapsed as at the effective date of termination, less any costs that we have incurred in anticipation of providing the affected Trunking Scheme that we are unable to recover following termination or other costs that we reasonably incur as a consequence of such termination.

8.4 For the avoidance of doubt the termination or expiry of this Schedule, or for the duration of any period of suspension, shall not affect your Contract and the terms of your Contract will continue to apply in their entirety (including, for the avoidance of doubt, terms of your Contract that require Mailing Items to an Inward Mail Centre that bear Postcodes served by that particular Inward Mail Centre).

## The Annex

### Part One

#### The Specification

#### 17 Introduction

- 17.1 This Annex contains the specification that must be adhered to by you when participating in Trunking Schemes. Capitalised words used in this Annex shall have the meaning given to them in the Schedule or your Contract, unless otherwise defined.

#### 18 Presentation

- 18.1 For each Trunking Scheme, for the duration of the specified Trunking Scheme Period, provisions of your Contract that require you to hand over Mailing Items to the Inward Mail Centre that bears Postcodes served by that particular Inward Mail Centre shall for the purposes of Mailing Items for the Destination Postcode Areas be read as references to the Handover Inward Mail Centre. For the avoidance of doubt, where you have elected to participate in a Trunking Scheme, you may only use the Handover Inward Mail Centre to hand over Mailing Items for the Destination Postcode Areas and you shall not be permitted to hand over such Mailing Items at the original Inward Mail Centre.
- 18.2 Mailing Items presented at the Handover Inward Mail Centre as part of a Trunking Scheme must be unloaded from your vehicle(s) and handed over to us at Handover Inward Mail Centre in Yorks by the Handover Time on each Working Day.
- 18.3 If you present any Mailing Items after the Handover Time, we may (at our sole discretion) either:
- (a) reject all those Mailing Items presented after the Handover Time; or
  - (b) accept either some or all of those Mailing Items presented after the Handover Time. In these circumstances, we shall use our reasonable endeavours to deliver such Mailing Items in accordance with your Contract and this Schedule, but we shall not be in breach of your Contract or this Schedule if we fail to meet any service standard in relation to such Mailing Items.
- 18.4 Each York must only contain Mailing Items for the Destination Postcode Areas. We will carry out any checks of the Mailing Items under Paragraph 3 to Schedule 2 of your Contract at the Handover Inward Mail Centre. If we find missorted Mailing Items during the processing of the Mailing Items at the Handover Inward Mail Centre, we will process the missorted Mailing Items and correct the Postage by amending the Posting Docket to reflect that the relevant Mailing Items will be charged at the prevailing 'Missorts Processed' rate, or in the case of Mailmark items, at the 'Missorts' charge, as published on our Website. There will be no option for you to collect the missorted Mailing Items.
- 18.5 Each York you use to hand over Mailing Items for the Destination Postcode Areas must display a York card which clearly and visibly shows the Destination Inward Mail Centre as the destination office in the format as specified in Section 9.9 or Section 9.10 (whichever is applicable) of the User Guide.
- 18.6 You must segregate Yorks containing Mailing Items for the Destination Postcode Areas from Yorks containing Mailing Items for other Postcode Areas. You must load all Yorks containing Mailing Items for the Destination Postcode Areas onto one vehicle and at the rear of that vehicle. This will facilitate an efficient process for cross-docking the Yorks to our vehicles Scheduled for transportation to the Destination Inward Mail Centre. In the event that you have not complied with this paragraph 18.6, we may treat the relevant Posting as non-compliant and refuse the handover of the same.

## **19 Documentation**

- 19.1 You must inform us by 06:30 each Working Day of the number of Yorks that you will present to us that Working Day.
- 19.2 You must present your Manifest and waybill documentation for Mailing Items for the Destination Postcode Areas upon arrival at the Handover Inward Mail Centre.

## **20 Access Slot**

- 20.1 The Access Window for the purposes of this Schedule is specified in the relevant Trunking Scheme Particulars.
- 20.2 If you have not already booked an Access Slot during the Access Window stated at paragraph 20.1, you must book an Access Slot at least two weeks before the date of handover of Mailing Items for the Destination Postcode Areas.

## **21 York Allocation**

- 21.1 Our agreement to transport Mailing Items on your behalf under each Trunking Scheme is fixed at a maximum number of Yorks per Posting as notified to you in accordance with paragraph 5.2(c). If you deliver Yorks in excess of Your York Allocation to the Handover Inward Mail Centre as part of a Posting then we may, at our sole discretion, choose to reject some or all of these excess Yorks. We shall owe you no liability for any losses that you suffer as a result of our rejection of such excess Yorks.
- 21.2 For the avoidance of doubt, Your York Allocation applies to each individual Posting and failure to utilise your maximum York Allocation on any given Posting does not require us to carry Yorks in excess of Your York Allocation on any other Posting.

## **22 Interaction with existing provisions of the Contract**

- 22.1 For the purposes of meeting handover obligations stated elsewhere in this Contract, Mailing Items for the Destination Postcode Areas which are presented to a Handover Inward Mail Centre as part of a Trunking Scheme are considered to have been handed over at the Destination Inward Mail Centre and therefore:
- (a) will contribute towards the minimum posting requirements for the Destination Inward Mail Centre in paragraph 10.1 of Schedule 2; and
  - (b) will not contribute towards the presentation requirements for the Handover Inward Mail Centre in paragraph 1.3 of Annex A of Schedule 18 (Acceptance By Vehicle).
  - (c) It is acknowledged that when you handover mail for a Destination Mail Centre at a Handover Mail Centre you will also have mail for the Handover Mail Centre on your vehicle. Where the Handover Mail Centre is a mandatory Acceptance by Vehicle Mail Centre and you are a signatory of the Acceptance by Vehicle schedule you agree to ensure that at least 50% of the Handover Mail Centre mailing items are handed over during the pre 10am slot

## **23 Our Obligations to Transport Mailing Items**

- 23.1 Provided that you have complied with paragraphs 18, 19, and 19.2 of this Specification, we will use reasonable endeavours to:
- (a) receive the Yorks that you have unloaded from your vehicle and load them onto our vehicle for transportation to the Destination Inward Mail Centre;
  - (b) transport the relevant Mailing Items to the Destination Inward Mail Centre on the same Working Day; and
  - (c) unload Yorks at the Destination Inward Mail Centre.

23.2 On arrival at the Destination Inward Mail Centre, we shall process the relevant Mailing Items in accordance with the Access Letter Contract, and such Mailing Items will for the purposes of paragraph 2.1 of Schedule 2 be deemed to have been presented at the Destination Inward Mail Centre on the same Working Day on which it was presented at the Handover Inward Mail Centre.

## Part Two

### Trunking Scheme Particulars

Trunking Scheme name: [Insert Details]

Trunking Scheme Start Date:	[Insert Date] (or as otherwise agreed by us and the Carriers)
Trunking Scheme Period	12 months after the Trunking Scheme Start Date
Handover Inward Mail Centre:	[Insert IMC]
Handover Time:	[Insert Time]
Destination Postcode Areas:	[Insert Postcode Areas]
Destination Inward Mail Centre:	[Insert IMC]
Access Window:	[Insert Time]am to [Insert Time]am on any Working Day
Carrier Combined York Allocation	[Insert Yorks]
Your York Allocation	[Insert Yorks]
Trunking Fee:	[Insert Fee]

## Schedule 30

### ROYAL MAIL MAILMARK® ECONOMY

**[Note: Moved to Schedule 8 (Royal Mail Mailmark®) Part 2 in the Updated ALC]**

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): **[Note: removed to simplify the drafting]**

#### 1 Background

- 1.1 This Schedule sets out the terms on which you and we agree that you may post Mailmark Economy Mail.

#### 2 Definitions and interpretation

**[Note: definitions moved to Schedule 1 in the Updated ALC]**

- 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:

##### **Mailmark Economy Mail**

Letters which are declared by you as Mailmark Economy Mail and which meet the criteria for Mailmark Economy Mail set out in this Contract including the User Guide.

##### **Mailmark Economy Mail Posting**

A Mailmark Mailing (as defined in Schedule 20 Royal Mailmark®) of this Contract) containing only Letters.

##### **Mailmark Economy**

Has the meaning given in paragraph 4.2 of this **Service Standard** Schedule 30.

#### 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 6.1.3 or 8 of this Schedule.

**[Note: consolidated in clauses 1 and 7 of the General Access Terms and Conditions in the Updated ALC]**

#### 4 The Mailmark Economy Mail Service Standard

- 4.1 Mailmark Economy Mail is a six Working Day delivery service performed Monday to Saturday. We aim to deliver or attempt to deliver your Mailmark Economy Mail within 4 Working Days after handover to and acceptance by us. **[Note: see Schedule 2, paragraph 2 in the Updated ALC]**
- 4.2 The Service Standard set out in paragraph 2.1 of Part A (Our Services and our Service Standard) of Schedule 2 (The Services) shall not apply to Mailmark Economy Mail. As an alternative service standard, the following shall apply in respect of Mailmark Economy Mail (the **Mailmark Economy Service Standard**):



- (a) Subject to you complying with the terms of this Contract, the Mailmark Economy Service Standard is that we shall deliver or attempt to deliver to the relevant addresses in the United Kingdom 97.5% of the total number of Mailmark Economy Mail items with a correct delivery address in the United Kingdom handed over by you to us on a day that is no later than the fourth Working Day after that on which such hand over occurred or is deemed to have occurred provided that:
- (i) the Mailmark Economy Service Standard does not apply where Mailmark Economy Mail items handed over by you to us are not accepted by us in line with this Contract;
  - (ii) the 97.5% figure shall be the average percentage over the Service Standard Period; and,
  - (iii) the total number of Mailmark Economy Mail items referred to in the Mailmark Economy Service Standard shall not include those:
    - (A) the delivery of which is affected by a Disruptive Event;
      - 1) not accepted by us as Mailmark Economy Mail in line with paragraph 6.1 of this Schedule;
      - 2) that have been lost (including Mailmark Economy Mail items which have not been delivered within 15 Working Days of the date on which we accepted it from you in line with this Contract);
      - 3) delayed as a result of carrying out Security Checks; and/or
      - 4) with a delivery addressed outside the United Kingdom.

**[Note: now includes those exceeding the Tolerance set out in the User Guide and that are not compliant with the Presentation Specifications, each term as defined in the Updated ALC]**

- (b) Notwithstanding the definition in Schedule 1 of this Contract, for the purposes of the Mailmark Economy Service Standard, the Service Standard Period shall be defined as: "the 12 month period ending on 31 March 2022 and each subsequent period of 12 months ending on the anniversary of that date, in each case excluding the Christmas and New Year Period".
- (c) Paragraphs 2.2 to 2.6 (inclusive) of Part A of Schedule 2 shall apply in respect of the Mailmark Economy Service Standard in addition to the Service Standard, save that:
  - (i) the Compensation Target for the purposes of the Mailmark Economy Service Standard shall be 92.5%; and,
  - (ii) references to 'Mailing Items' shall be read as references to 'Mailmark Economy Mail items'.

## 5 Specifications for Mailmark Economy Mail

5.1 The specifications and requirements set out in this Schedule are in addition to the specifications and requirements contained elsewhere in your Contract, including the User Guide. You must comply with those specifications and requirements in addition to those set out in this Schedule.

5.2 To qualify as Mailmark Economy Mail you shall ensure:

- (a) that you use Royal Mail Mailmark® to post Mailmark Economy Mail;

- (b) that Letters:
- (i) are posted as either Advertising Mail, Partially Addressed Mail or Business Mail in accordance with the specifications contained in the Contract and the User Guide for these services;
  - (ii) are presented in bags or trays that exclusively contain Mailmark Economy Mail. You must not mix Letters posted using different services under Clause 5.2.2(a) in the bag or tray; and
  - (iii) comply with the Presentation Specifications of the User Guide.

5.3 A Mailmark Economy Mail Posting may be presented in Yorks with other UCID Postings or Consolidated Postings, as long as you use Yorks in line with this Contract.

## 6 Failure to meet the specifications

6.1 If you hand over a Mailmark Economy Mail Posting and we establish to our reasonable satisfaction that you have not complied with all or any of your obligations under this Schedule or that Mailing Items in that Mailmark Economy Mail Posting do not meet the Mailmark Economy Mail specifications, we may either:

6.1.1 reject the Mailing Items; or

6.1.2 accept the Mailing Items but charge you the applicable Access Charges for the Access Service specification that those Letters meet; or

6.1.3 suspend or terminate your right to post Mailmark Economy Mail under this Schedule immediately on giving written notice to you.

6.2 We may charge you an additional amount to recover our reasonable costs in undertaking any of the actions referred to in paragraph 6.1.

6.3 We will notify you if we take any of the actions set out in paragraph 6.1.

**[Note: consolidated in similar provisions for other Services and moved to Clause 3.8 of the General Access Terms and Conditions in the Updated ALC]**

## 7 Pricing

7.1 Only Mailing Items eligible for Mailmark Economy Mail that you hand over to us and we accept will qualify for the Mailmark Economy Mail charges.

7.2 We publish the Mailmark Economy 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. **[Note: consolidated in clause 11 of the General Access Terms and Conditions in the Updated ALC]**

## 8 Change and Termination

**[Note: consolidated in clauses 7, 8 and 13 of the General Access Conditions in the Updated ALC]**

8.1 We may change the Mailmark Economy 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.

8.2 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.

- 8.3 Regardless of any other term of this Contract, we may terminate the terms of this Schedule on written notice with immediate effect if:
- 8.3.1 you fail to pay any Postage, Surcharges, Profile Surcharges or other charges due under this Contract as they fall due; or
  - 8.3.2 an Insolvency Event occurs.
- 8.4 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.

## Schedule 31

### Royal Mail Manual Mailmark®

**[Note: Moved to Schedule 8 (Royal Mail Mailmark®) Part 3 in the Updated ALC]**

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): **[Note: removed to simplify the drafting]**

#### 1 Background

1.1 This Schedule sets out the terms on which you and we agree that you may post Manual Mailmark 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:

**[Note: definitions now in Schedule 1 in the Updated ALC]**

<b>General Large Letters</b>	Mailing Items that are treated as General Large Letters in accordance with the requirements set out in Figure 1 of the User Guide
<b>Manual Mailmark Mail</b>	General Large Letters which are declared by you as Manual Mailmark Mail and which meet the criteria for Manual Mailmark Mail set out in this Contract including the User Guide.
<b>Manual Mailmark Mail Posting</b>	A Manual Mailmark Mail mailing containing only General Large Letters.
<b>Mailmark Surcharge</b>	An adjustment charge payable in relation to non-compliant Mailmark Mailing Items, as published on our Website and as may be amended from time to time. <b>[Note: defined term now includes "Adjustment" rather than "Surcharge"]</b>

#### 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:

- (a) the date this Contract is terminated in line with its terms; or
- (b) the date this Schedule is terminated under paragraphs 6.1(d) or 8 of this Schedule.

**[Note: consolidated in clause 7 and Schedule 8, Part 3, paragraph 3 in the Updated ALC]**

#### 4 The Manual Mailmark option

4.1 This Manual Mailmark service is only available for use with:

- (a) Access 70 sortation or Access 1400 sortation; and,

- (b) Mailing Items that are posted as General Large Letters.

## 5 Specifications for Manual Mailmark Mail

- 5.1 The specifications and requirements set out in this Schedule are in addition to the specifications and requirements contained elsewhere in your Contract, including the User Guide. You must comply with those specifications and requirements in addition to those set out in this Schedule.
- 5.2 To qualify as Manual Mailmark Mail you shall ensure that General Large Letters comply with the Presentation Specifications of the User Guide.
- 5.3 Each Manual Mailmark Mail Posting must comply with the specification requirements set out in paragraph 5 of Schedule 20 (Royal Mail Mailmark®), in respect of which:
  - (a) the relevant definitions in Schedule 20 (Royal Mail Mailmark®) shall (subject to paragraph 5.3(b) of this Schedule) apply accordingly; and,
  - (b) for the purposes of this Schedule 31 only:
    - (i) references to 'Mailmark Mailing Items' shall be construed as references to 'Manual Mailmark Mailing Items';
    - (ii) references to 'Letter' and/or 'Large Letter' formats shall be construed as references to 'General Large Letters'; and,
    - (iii) paragraph 5.2(a)(i) of Schedule 20 (Royal Mail Mailmark®) shall be deemed amended to read as follows:

"has a Mailmark barcode printed on it in addition to any other marks that are required for the Access 70 or 1400 Mailing Item in question".

For the avoidance of doubt, you must apply Mailmark barcodes to all Manual Mailmark Mail Postings and each such Posting must be uploaded to the eManifest to qualify as Manual Mailmark Mail.

- 5.4 In addition to the requirements set out in this paragraph 5, any Manual Mailmark Mail posted under this Schedule must comply with the posting performance optimisation requirements set out in paragraph 8.2 of Schedule 20 (Royal Mail Mailmark®) except for the requirements in respect of DPS accuracy. Failure to meet these performance requirements may result in us taking one or more of the actions set out or referred to in paragraph 6.2 of this Schedule.
- 5.5 For the avoidance of doubt, Reports (as defined in Schedule 20 (Royal Mail Mailmark®)) will not be available for Manual Mailmark Mail Postings and, for the avoidance of doubt, paragraph 6 of Schedule 20 (Royal Mail Mailmark®) shall not apply to this Manual Mailmark Service.
- 5.6 You shall comply with the Intellectual Property Rights requirements set out in paragraphs 7.1, 7.3 and 7.4 of Schedule 20 (Royal Mail Mailmark®) in respect of Mailmark IP you use when posting Manual Mailmark Mail.

## 6 Failure to meet the specifications

**[Note: consolidated in similar provisions for other Services and moved to Clause 3.8 of the General Access Terms and Conditions in the Updated ALC]**

- 6.1 If you hand over Mailing Items as Manual Mailmark 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:
  - (a) reject the Mailing Items;
  - (b) accept the Mailing Items but charge you the applicable Access Charges for the Access Service specification that those Mailing Items meet;

- (c) take any one or more actions set out in paragraph 9.2 of Schedule 20 (Royal Mail Mailmark®); or
- (d) suspend or terminate your right to post Manual Mailmark Mail under this Schedule immediately on giving written notice to you.

6.2 In addition to and without prejudice to our rights under paragraph 0 of this Schedule, where posting performance requirements are not complied with in relation to the Manual Mailmark Mail Postings, we may apply the Mailmark Surcharges in accordance with paragraphs 8 and 9 of Schedule 20 (Royal Mail Mailmark®) for Manual Mailmark Mail Postings handed over under this Schedule, save that for the purposes of this Schedule 30 only:

- (a) references to 'Mailmark Mailing Items' shall be construed as references to 'Manual Mailmark Mailing Items';
- (b) the first sentence of paragraph 9.2 shall be deemed amended to read "The User Guide will assist you in designing your Mailing Items to meet our ~~machine-readable~~ requirements"; and,
- (c) paragraph 9.5 shall not apply and shall be deemed marked as "Not used".

6.3 We may charge you an additional amount to recover our reasonable costs in undertaking any of the actions referred to in paragraph 0 of this Schedule.

6.4 We will notify you if we take any of the actions set out in paragraph 0 of this Schedule.

## 7 Pricing

7.1 Only Mailing Items eligible for Manual Mailmark Mail that you hand over to us and we accept will qualify for the Manual Mailmark Mail charges.

7.2 We publish the Manual Mailmark 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. **[Note: consolidated in clause 11 of the General Access Terms and Conditions in the Updated ALC]**

## 8 Change and Termination

**[Note: consolidated in clauses 7, 8 and 13 of the General Access Terms and Conditions]**

8.1 Regardless of any other term of the Contract, except clause 13.2(c), we may change the Manual Mailmark Mail service or any of its service specifications on at least 70 days' written notice.

8.2 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.

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

- (a) you fail to pay any Postage, Surcharges, Profile Surcharges or other charges due under this Contract as they fall due; or
- (b) an Insolvency Event occurs.

8.4 Regardless of any other term of the Contract, we may terminate the terms of this Schedule by giving you at least one hundred and twenty (120) days' notice in which event this Schedule will terminate at the expiry of such notice period.

- 8.5 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.