

SCHEDULE 19

ROYAL MAIL BUSINESS MAIL LARGE LETTER™

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

1 Background

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

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:

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, 7.4.3 or 9 of this Schedule.

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.

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.
- 5.2 To qualify as Business Mail Large Letter Mailing Items you shall ensure:
- 5.2.1 that Mailing Items:
- (a) have dimensions which meet the specifications for a Large Letter as set out in the User Guide;
 - (b) 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;
 - (c) do not comprise of packaging which is Prohibited Packaging; and
 - (d) comply with the Presentation Specifications of the User Guide;
- 5.2.2 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

- 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:
- 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 Mailing Items meet; or
- 6.1.3 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:
- 7.1.1 allow us to carry out a compliance audit in line with paragraphs 7.2 and 7.3 of this Schedule; and
- 7.1.2 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:
- 7.4.1 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:
- (a) 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
- (b) our reasonable costs and expenses incurred in carrying out the audit and calculating the amount due from you under paragraph (a) above; and/or
- 7.4.2 (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
- 7.4.3 (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.

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.

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.
- 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:
- 9.3.1 you fail to pay any Postage, Surcharges, Profile Surcharges or other charges due under this Contract as they fall due; or
- 9.3.2 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.