

WHOLESALE PARCELS CONTRACT CHANGE NOTICE NUMBER 004

DATED: 9 JANUARY 2015

These notices apply to you if you hold a **Wholesale Parcels Contract** (Contract) with **Royal Mail Group Limited**, a company registered in England and Wales (number 04138203) with its registered address at 100 Victoria Embankment, London EC4Y 0HQ.

1 Definitions and interpretation

- 1.1 If a word or expression is defined in these notices, it shall have the meaning given in these notices.
- 1.2 Any words or expressions which are not defined in these notices, but have an initial capital letter, shall have the meanings given to them in the Contract.
- 1.3 All of the rules about how to interpret the Contract shall apply to these notices.

2 Contract Changes

- 2.1 We hereby give you notice under clauses 13.2.1(a) of the Parcels General Terms and Conditions, to make the changes to the Contract detailed in this Change Notice Number 004 with effect from the **20 July 2015**.
- 2.2 In the Parcels General Terms and Conditions, clause 2 will change to have reference to the Scheme removed and so will read as follows:

"2. The Services

2.1 We will provide the Services from the Parcels 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.

- 2.3 In the Parcels General Terms and Conditions, clause 9.3 will be deleted since, as a result of the privatisation of Royal Mail Group Limited in 2013, Royal Mail no longer has the FOIA obligations which are described in clause 9.3.

- 2.4 In Schedule 1, the following definitions will be deleted:

"FOIA - the Freedom of Information Act 2000;

Scheme - a scheme known as "The Royal Mail United Kingdom Post Scheme 1st January 2013" as amended from time to time and any replacement or similar scheme or schemes (and any amendments) relating to inland postal services which are made or deemed to have been made by us under section 89 of the Postal Services Act 2000, as amended by the Postal Services Act 2011. You can view the scheme at the website www.royalmail.com;"

- 2.5 In Schedule 1, the following definitions will change to read as follows:

"Prohibited Items - has the meaning set out in the User Guide;

Restricted Items - has the meaning set out in the User Guide;

Valuables - has the meaning set out in the User Guide;"

2.6 In Schedule 2, paragraph 6.1.1(d) will have reference to the Scheme removed and read as follows:

"6.1.1 (d) contravenes the User Guide's lists of Prohibited Goods, Restricted Goods or Valuables;"

2.7 In Schedule 3, Price Plan Option A, paragraphs 9.1 and 10.1 will change to read as follows in order to reflect what happens in practice with the invoicing 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."

*"10.1 If this Contract terminates 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 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."*

2.8 In Schedule 3, Price Plan Option B, paragraph 7.1 will change to read as follows in order to reflect what happens in practice with the invoicing of Profile Surcharges:

*"7.1 If this Contract terminates 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 termination of the 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 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."*

Signed by



Luisa Fulci

duly authorised for and on behalf of
Royal Mail Group Limited