

SCHEDULE 17

AGENCY TERMS

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

- 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.

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 Annex A), you shall comply with the additional presentation requirements for Large Agency Customers set out in the User Guide.

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:
- 5.1.1 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;
- 5.1.2 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:
- (a) 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
- (b) a notice to you informing you that we have sent such link to the Agency Customer;
- 5.1.3 you shall use reasonable endeavours to ensure that the Agency Customer reviews the final Agency Customer Application Form referred to in paragraph 5.1.1 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
- 5.1.4 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 5.1.3 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.

6 Liability

- 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:
 - 6.2.1 death or personal injury caused by its negligence;
 - 6.2.2 fraud or fraudulent misrepresentation; or
 - 6.2.3 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 A 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:
 - 6.3.1 loss of profit;
 - 6.3.2 loss of revenue;
 - 6.3.3 loss of contracts;
 - 6.3.4 loss of business;
 - 6.3.5 loss of anticipated savings;
 - 6.3.6 loss of or damage to goodwill;
 - 6.3.7 loss of data; or
 - 6.3.8 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:
 - 6.4.1 loss of profit;
 - 6.4.2 loss of revenue;
 - 6.4.3 loss of contracts;
 - 6.4.4 loss of business;
 - 6.4.5 loss of anticipated savings;
 - 6.4.6 loss of or damage to goodwill;
 - 6.4.7 loss of data; or
 - 6.4.8 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.
- 7.2 Our obligations under this Contract and any Agency Customer Contract will be suspended:
 - 7.2.1 to the extent that it is affected by the Disruptive Event; and
 - 7.2.2 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:
 - 7.3.1 not be in breach of this Contract or any Agency Customer Contract; and
 - 7.3.2 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.

9 Confidentiality

- 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:
- 9.2.1 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
- 9.2.2 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.
- 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 non-payment 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:
 - 15.1.1 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
 - 15.1.2 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:
- 15.2.1 immediately stop using the Royal Mail Access Indicator;
 - 15.2.2 stop supplying, distributing and printing any stationery incorporating the Royal Mail Access Indicator; and
 - 15.2.3 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.

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.

17 General

- 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:
- 17.2.1 constitute a waiver of that term or right; or
 - 17.2.2 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.

ANNEX A

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.

ANNEX B

AGENCY CUSTOMER CONTRACT

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 185 Farringdon Road, London EC1A 1AA; and
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):

- 5.1.1 an administrator or a receiver (including any administrative receiver or manager) is appointed over the whole or any part of your assets;
- 5.1.2 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);

- 5.1.3 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);
- 5.1.4 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;
- 5.1.5 if you have made any composition with your creditors generally;
- 5.1.6 a creditor or encumbrancer of yours attacks or takes possession of the whole or any part of your assets;
- 5.1.7 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;
- 5.1.8 if you:
 - (a) suspend, or threaten to suspend, payment of your debts;
 - (b) are unable to pay your debts as they fall due;
 - (c) admit inability to pay your debts;
 - (d) are deemed unable to pay your debts within the meaning of Section 123 of the Insolvency Act 1986; or
- 5.1.9 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:
 - 5.2.1 (except for payments by cheque or direct debit):
 - (a) 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
 - (b) we have given you notice that we intend to terminate this contract and have given you seven days to pay;
 - 5.2.2 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;
 - 5.2.3 you use the Services in a way which breaks any law that applies;
 - 5.2.4 you use the Services fraudulently or in connection with any criminal offence; or
 - 5.2.5 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:
- 8.3.1 we shall make any adjustment due immediately upon the dispute being resolved; and
 - 8.3.2 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:
- 8.11.1 (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
 - 8.11.2 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.

9 Intellectual Property Rights, Indicum 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:
 - 10.4.1 meeting all the presentation requirements;
 - 10.4.2 handover of Mailing Items to us;
 - 10.4.3 confirming the number, weight and format of Mailing Items for each service; and
 - 10.4.4 (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:
 - 13.1.1 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 185 Farringdon Road, London EC1A 1AA; or
 - 13.1.2 email to you at the email address you specify in section 1 of your Agency Customer Application Form and to us either:
 - (a) if you are notifying us to terminate this contract, at agencycustomer@royalmail.com; or
 - (b) if you are notifying us for any other purpose, at tim.cable@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:
 - 13.2.1 in your case the contact name specified in section 2 of your Agency Customer Application Form; and
 - 13.2.2 in our case Tim Cable, Royal Mail Wholesale.
- 13.3 A notice is classed as having been given:
 - 13.3.1 if sent by recorded delivery, at the time of delivery; or
 - 13.3.2 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.