

## WHOLESALE PARCELS CONTRACT CHANGE NOTICE: NUMBER 013

**DATE: 15 September 2017**

This notice applies to you if you hold an **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 this notice, it shall have the meaning given in this notice.
- 1.2 Any words or expressions which are not defined in this notice, 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 this notice.

### **2 Changes to the Contract**

#### **UPLOAD OF ZONAL DATA**

- 2.1 Under clause 13.2.1(a) of the Parcels General Access Terms and Conditions, we notify you of the following changes to Schedule 3 (Price Plans) to the Contract:

- 2.1.1 A new paragraph 8A will be inserted into the National Price Plan One (SSC), Option A, Schedule 3: Price Plans, which reads as follows:

**"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."
- 2.1.2 Paragraph 4 of the Average Price Plan Two (Zones), Option B, Schedule 3: Price Plans, shall be deleted in its entirety and replaced with the following:
- "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 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."

## **PRICE PLAN SWITCHING**

- 2.2 Under clause 13.2.1(a) of the Parcels General Access Terms and Conditions, we notify you of a change to clause 3 of the Operative Terms of Contract Details to recognize the facility to switch price plans. This change applies only to the extent that you entered into your Contract before 1 March 2015. In these circumstances, a new clause 3.3 will be inserted which reads as follows

"3.3 You may elect to switch your selected Price Plan[s] by giving us no less than 30 days' written notice."

- 2.3 Under clause 13.2.1(a) of the Parcels General Access Terms and Conditions, we notify you of a change to the terms of National Price Plan One (SSCs), Option A, Schedule 3: Price Plans. This change applies only to the extent that you entered into your Contract before 1 March 2015. In these circumstances:

- 2.3.1 Paragraph 10 will be amended to read as follows:

**"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 Financial Year, we may levy Profile Surcharges in respect of the period from the start of the Financial 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 Financial Year). We will calculate your Profile Surcharges for the Abbreviated Financial Year in line with paragraphs 5 and 7 above 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."

- 2.3.2 The definition of "Abbreviated Contract Year" shall be deleted from Schedule 1 (Definitions and Interpretation) and the following definition shall be inserted into Schedule 1 (Definitions and Interpretation) in its place:

<b>"Abbreviated Financial Year"</b>	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;"
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- 2.4 Under clause 13.2.1(a) of the Parcels General Access Terms and Conditions, we notify you of a change to the terms of Averaged Price Plan Two (Zones), Option B, Schedule 3: Price

Plans. This change applies only to the extent that you entered into your Contract before 1 March 2015. In these circumstances:

2.4.1 Paragraph 7 will be amended to read as follows:

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

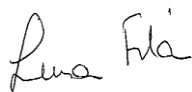
7.1 If this Contract terminates or you change or terminate this Price Plan during a Financial Year, we may levy Profile Surcharges in respect of the period from the start of the Financial Year to the date of the change or termination of Price Plan or termination of this Contract (which we refer to in 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 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."

**CONTRACT YEAR REFERENCE DATE**

2.5 Under clause 13.2.1(a) of the Parcels General Access Terms and Conditions, we notify you of the following change to the terms of National Price Plan One (SSCs), Option A, Schedule 3: Price Plans. A new paragraph 1.2 shall be inserted, which reads as follows:

"1.2 All references to the expression "Contract Year" in this National Price Plan One (SSCs) shall be read "Financial Year".

2.6 The changes detailed in paragraphs 2.1 to 2.5 (inclusive) above will take effect from **26 March 2018**.



Luisa Fulci  
Regulated Products Director  
Consumer and Network Access