

SCHEDULE 26

eManifest Billing

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

eManifest Billing Specification	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;
eManifest Billing Start Date	means the date as notified by us to you in writing;
Qualifying Criteria	means the criteria set out in paragraph 3.1 of this Schedule;

Summary Vehicle Manifest	has the meaning given to it in paragraph 2.2(f) of the Annex to the eManifest Billing Schedule; and
Vehicle Manifest	has the meaning given to it in paragraph 2.2(b) of the Annex to the eManifest Billing Schedule.

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.

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.

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 12.1.3 of Schedule 2 (The Services) of your Contract;
- (b) paragraph 5.2.5 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).

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.

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.

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 9.1, 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.

ANNEX TO SCHEDULE 26

EMANIFEST BILLING SPECIFICATION

1. System and Procedural Changes

- 1.1 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.

2. eManifest Billing Process and your obligations

2.1 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 2.2(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.

2.2 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.

2.3 **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.

2.4 **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).

2.5 **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.