



5 December 2023

Royal Mail Wholesale

185 Farringdon Road
London
EC1A 1AA

Incentives News

Dear Customer

I am pleased to announce that we will be renewing our investment in incentives for 2023.

Whilst there has been some improvement to the UK economy recently, it still continues to be a challenging environment for businesses. During these difficult times, our incentive portfolio has consistently offered additional support to promote the mail channel for posting brands. In 2023, we have approved 165 applications, allocating £5.2 million in postage credits as brands continue to find, retain and expand their customer base through mail as part of an integrated media mix. We are eager to build on this success as the UK economy navigates the latest challenges.

We have sought to improve our incentive portfolio to enable us to introduce timebound incentives quickly for the benefit of the market to support brands in pushing against such headwinds into 2024.

Renewal of Incentives

Customers can continue to apply for our available incentives until 31 March 2025. Please note that from 2 January 2024 we are updating the postage credit rates for all incentives which can be found on our website at www.royalmailwholesale.com/incentives.

Changes to the Framework Terms

As detailed in the attached variation notice, we are making some updates to the Incentive Framework Terms. These changes clarify that customers' participation in an incentive is dependent upon Royal Mail's approval of an application (at our sole discretion). It also makes clearer that incentive participants must comply with the specifications for the products they are posting under an incentive.

To find out more about any of our incentives contact your Account Director or visit www.royalmailwholesale.com/incentives.

Finally, we would like to express our gratitude for the continued support from your business, which contributes to delivering these benefits for you and your customers. We look forward to working with you in 2024.

Yours sincerely,

Tim Cable
Wholesale Products Director
Royal Mail Wholesale



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Dear Customer

Variation of Framework Terms for Incentive Schemes

1. We refer to the Royal Mail Group's incentive scheme whereby you can participate in one or more incentives (each an **Incentive**) in order to earn postage credits against your future mail postings. Participation in Incentives is governed by the Royal Mail Incentive Scheme Framework Terms shown at Appendix 1 to this letter (**the Framework Terms**).
2. We are amending the Framework Terms to clarify the application form process and which relevant terms you must comply with in order for mail to be eligible for an Incentive. As a result, pursuant to clause 5.2 of the Framework Terms, we wish to amend the Framework Terms as set out in this letter with effect from but not including 19 January 2024 (**the Effective Date**).
3. In this notice, expressions defined in the Framework Terms and used in this letter have the meaning set out in the Framework Terms.
4. With effect on and from the Effective Date:
 - (a) *clause 2 of the Framework Terms shall be deleted in its entirety and replaced with the version shown at Appendix 2 to this notice;*
 - (b) *the definitions of "Eligible Mail", "Postage Credit Rates" and "Website" at Schedule 1 of the Framework Terms shall be deleted in its entirety and replaced with the version shown at Appendix 3 of to this notice; and*
 - (c) *new definitions of "Eligible Services Terms and Conditions" and "Non-Compliant Item" shall be included in the relevant place (in alphabetical order) in Schedule 1 of the Framework Terms as shown at Appendix 4 of this notice.*
5. Nothing in this notice will affect any rights which may have already accrued to either us or you on or prior to the Effective Date.
6. Except as set out in paragraph 4 of this notice, the Framework Terms (and, for the avoidance of doubt, any Participation Agreements formed incorporating the same) shall continue in full force and effect.

Yours sincerely,

Tim Cable
Wholesale Products Director
Royal Mail Wholesale

Appendix 1

FRAMEWORK TERMS



RMG Incentive
Scheme Framework T

Appendix 2

AMENDED CLAUSE 2

- 2 Applying for Incentives
- 2.1 You can apply to participate in any Incentive that we offer provided you meet any prescribed criteria set out in the Incentive Terms (**Eligibility Criteria**).
- 2.2 For any Incentive that we offer, you will find the relevant Incentive Terms and application form on our Website. You must complete and sign the relevant Incentive's application form and submit it to us before the application period for the relevant Incentive ends. The offer period for each Incentive will be given in its Incentive Terms. The submission of your application form does not constitute an offer by you to participate in the relevant Incentive or a guarantee from us that we will provide the Incentive to you.
- 2.3 We shall contact you within 5 Working Days of receiving your application form (or any additional information we may need from you), to let you know if your application is successful. It is at our sole discretion whether to approve your application. If we approve your application, we will tell you your Expected Volume of Eligible Mail and the date on which your postings of Eligible Mail Items can begin to earn Postage Credits (**Start Date**), together with any other relevant information about the Incentive.
- 2.4 By starting to post Eligible Mail for an Incentive that we have approved for you, you will be agreeing to participate in that Incentive on the Incentive Terms in your approved application form and these Framework Terms (together referred to as a **Participation Agreement**).
- 2.5 Your participation in an Incentive will end automatically on the End Date set out in the Incentive Terms unless terminated earlier under the Participation Agreement.

Appendix 3

AMENDED DEFINITIONS OF "ELIGIBLE MAIL", "POSTAGE CREDIT RATE" AND "WEBSITE"

Eligible Mail	<p>means, for each Incentive, Letters and/or Large Letters which you send under any of the Eligible Services for that Incentive which (1) are not Non-Compliant Items and (2) which:</p> <ul style="list-style-type: none">a) where delivered by us, is visible in our retail or wholesale billing systems (as applicable) as having been so sent; orb) where delivered by a Direct Delivery Provider who is participating in the Scheme, is certified in writing by that Direct Delivery Provider as having been so sent;
Postage Credit Rate	<p>means, for each Eligible Service under an Incentive, the credit value applicable to such Eligible Service for each Letter or Large Letter posted under it during the Incentive Period, as set out in the applicable Eligible Services and Postage Credit Rates Document as published on our Website from time to time;</p>
Website	<p>means the page(s) applicable to the relevant Incentive available at: (a) www.mailmen.co.uk/incentives; or (b) if you post Eligible Mail through an access operator or mailing agent, www.royalmailwholesale.com/incentives;</p>

Appendix 4

NEW DEFINITIONS INCLUDED AT SCHEDULE 1

Eligible Services Terms and Conditions	means the terms and conditions for each Eligible Service as amended from time to time which can be found at (a) www.royalmail.com ; or (b) if you post Eligible Mail through an access operator or mailing agent, www.https://www.royalmailwholesale.com including but not limited to the User Guide and, where mailing items are sent using Royal Mail Mailmark services, the Mailmark Letters and Large Letters specifications;
Non-Compliant Item	means a mailing item that does not meet the instructions and requirements set out in the Participation Agreement and/or the Eligible Services Terms and Conditions;