

SCHEDULE 8

MIXED WEIGHT

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 designate certain Containers of Mailing Items as 'Mixed Weight'.

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

Mixed Weight	a Container of Mailing Items of different weight bands but all of the same Format which is labelled and declared by you as mixed weight mail, and which meets the criteria for such mail set out in this Contract and this Schedule 8;
Mixed Weight Posting	a UCID Posting or Consolidated Posting containing only Mixed Weight Mailing Items; and
York Schedule	Schedule 11: York Exchange.

3 Commencement and duration

- 3.1 From the start date of this Contract, or such other date as you and we may agree, you may designate certain Containers of Mailing Items as being Mixed Weight on the terms set out in this Schedule.
- 3.2 The terms of this Schedule shall continue to have effect until the earlier of:
- 3.2.1 the date this Contract is terminated in line with its terms; or
- 3.2.2 the date this Schedule is terminated under paragraph 5.4.2 or 10 of this Schedule.

4 Specifications for Mixed Weight

- 4.1 The specifications and requirements set out in this Schedule are in addition to the specifications and requirements contained elsewhere in your Contract, including the User Guide. You must comply with these specifications and requirements in addition to those set out in this Schedule.
- 4.2 To qualify as Mixed Weight Containers, Containers must contain Mailing Items of a single Format and of different weight bands.
- 4.3 All Mixed Weight Postings must be posted through a discrete account that we have issued to you. You may only send Mixed Weight Postings through this account. When

making Mixed Weight Postings, you must declare and upload to the Mixed Weight account:

- 4.3.1 seven day and 24 hour forecasts for Mixed Weight Postings into DocketHub; and
- 4.3.2 a Mixed Weight Manifest into DocketHub for each Daily Posting.

5 Audit and non-compliance

- 5.1 Before you post Mixed Weight Mailing Items under this Contract, we must be reasonably satisfied that you can comply with the terms of this Schedule. Among other things, we may require you to allow us to carry out a compliance audit of your supply chain and mailing processes.
- 5.2 Before or after you post Mixed Weight Mailing Items, and at any time while the Contract is in force, we may audit your ability to comply, and audit your actual compliance, with the terms of this Schedule. However, regardless of any such audit, it is your responsibility to ensure that you comply with the terms of this Schedule.
- 5.3 We shall give you reasonable notice (being not less than five Working Days) of any audit that we intend to carry out under paragraph 5.2 of this Schedule. You shall provide all reasonable assistance that we reasonably require with any such audit, including but not limited to promptly giving us access to your premises, staff, records and processes. If we wish to carry out an audit without visiting your premises, you shall co-operate with us by responding fully and promptly to any reasonable requests that we make for information or documentation.
- 5.4 If we (acting reasonably) consider that you have not complied and/or cannot comply fully with this Schedule, we may:
 - 5.4.1 (regardless of any other term of this Contract) suspend your rights under this Schedule until we are satisfied of your compliance and ability to comply; or
 - 5.4.2 (regardless of any other term of this Contract) terminate your rights under this Schedule if we reasonably consider it appropriate.

6 Presentation of Mixed Weight Mailing Items

- 6.1 In addition to the presentation requirements set out elsewhere in this Contract, the following additional presentation requirements apply to all Mixed Weight Postings:
 - 6.1.1 you shall ensure that each Mixed Weight Posting on any day shall comprise not less than 4000 Mailing Items per service qualifying as Mixed Weight under this Schedule;
 - 6.1.2 each Container that you use to hand over Mailing Items to us must only contain Mixed Weight Mailing Items. You must not mix Mailing Items of different Formats in a Container;
 - 6.1.3 you must present Mixed Weight Postings separately from non-Mixed Weight Postings when you hand over Mailing Items to us at our Inward Mail Centres, in the same way as separate discrete Postings are presented. If a York Schedule applies to your Contract, the Mixed Weight Postings must be clearly identified by indicating "Mixed Weight" on the York Card. Otherwise

the Mixed Weight Posting must be unloaded by your driver into separate Yorks that clearly identify them as "Mixed Weight";

- 6.1.4 each Mixed Weight Container must be labelled as set out in the User Guide; and
- 6.1.5 the unique Container ID on the Container label must contain no more than 12 characters in line with the section on Mixed Weight Postings in the User Guide.

7 Failure to meet the specifications

- 7.1 If you hand over a Mixed Weight Posting and we establish to our reasonable satisfaction that you have not complied with all or any of your obligations under this Schedule or that that Mixed Weight Posting does not meet the Mixed Weight specification, we may either:
 - 7.1.1 reject the Mixed Weight Posting;
 - 7.1.2 allow you to hand over the Mixed Weight Posting subject to the actions we may take under paragraph 5 of Schedule 2 of the Contract; or
 - 7.1.3 suspend or terminate your right to hand over Containers of Mixed Weight Mailing Items under this Schedule immediately on giving written notice to you.

8 Documentation

- 8.1 Where all of the individual Mailing Item weights, of a single format, in a Container are Mixed Weight then you must declare on the Manifest the total number of Mailing Items by weight band and if applicable by Zone as set out in the User Guide.
- 8.2 Where the Mailing Item weights in a Container fall within a single weight band then this must be stated on the Manifest, and will be priced accordingly.
- 8.3 If you have a Contract that permits you to post under a National and the Zonal Price Plans, you must upload your data for Mixed Weight Postings under each separate Price Plan to a discrete Mixed Weight Manifest relevant to each Price Plan in line with the section on Mixed Weight Postings in the User Guide.

9 Pricing

- 9.1 Each Mixed Weight Container will be priced according to the number of Mailing Items within each weight band for each format.
- 9.2 Prices for Mailing Items by weight band for each Service are detailed on the pricing page of the Website, as amended from time to time in line with clause 13 of the General Terms and Conditions.
- 9.3 You shall calculate the Postage for the Mixed Weight Mailing Items in line with this Schedule and the User Guide, as amended from time to time.

10 Change and termination

- 10.1 Regardless of any other term of this Contract, we may change or withdraw the Mixed Weight service on four months' written notice in which event this Schedule 8 will terminate at the expiry of that four month period.

- 10.2 Regardless of any other term of this Contract, either of us may terminate the terms of this Schedule on written notice with immediate effect if the other Party commits any material or persistent breach of the terms of the Contract or this Schedule as long as, where the breach can be remedied, it has not been remedied within 30 days of the Party in breach having been notified of the breach by the other and asked to take steps to remedy the breach.
- 10.3 Regardless of any other term of this Contract, we may terminate the terms of this Schedule on written notice with immediate effect if:
- 10.3.1 you fail to pay any Postage, Surcharges, Profile Surcharges or other charges due under this Contract as they fall due; or
- 10.3.2 an Insolvency Event occurs.
- 10.4 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 whether or not any obligations under the Schedule which were intended either to come into or remain in force after termination do so.