This document should be read together with:

- the colour-coded version of the ALC, including all of the optional schedules, which sets out the changes that we intend to it; and
- The conformed copy of the updated ALC (the "Updated ALC") that sets out the terms that we propose instead of the current terms.



ROYAL MAIL WHOLESALE

SUMMARY OF IMPORTANT CHANGES TO THE GENERAL TERMS AND CONDITIONS AND SCHEDULE 2 OF THE ACCESS LETTERS CONTRACT AND THE ACCESS USER GUIDE

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Background

This document sets out the changes to the General Terms and Conditions and Schedule 2 of the Access Letters Contract ("ALC"), which we have made as part of the simplification of the ALC, following prior consultation. Please refer to our Decision Document dated 31 August 2021 for further background. This document does not set out an exhaustive list of all of the substantial changes to the ALC. Please also refer to the colour coded comparison document we have provided with this summary document which further describes the provisions of the ALC which we have amended, deleted or relocated in line with what we said we would do in our Decision Document. This document is not a substitute for a thorough review of the colour-coded version of the ALC and the Updated ALC.

Important changes to the ALC

Wording in existing ALC	Wording in revised ALC	Reason for change
General Contract Structure		
5.1 Your Contract is made up of the following		We have decided to:
documents:	5.1 Your Contract is made up of the following	
5.1.1 the Contract Details;	documents: (a) the Contract Details;	 consolidate the optional schedules from 30 to 8, categorising current schedules into umbrella topics (e.g. Operational Presentation Facilities,
5.1.2 the General Access Terms and Conditions;	(b) the General Access Terms and Conditions;	Container Options);
5.1.3 the Access Letters User Guide;	(c) the User Guide;	 transfer all process and specification points from the optional schedules to the Access User Guide; and
5.1.4 Schedule 1 – Definitions and Interpretation;	(d) Schedule 1 – Definitions and Interpretation;	simplify the existing contract language.
5.1.5 Schedule 2 –Services;	(e) Schedule 2 – Service Standard and General Service Obligations;	Please review the updated User Guide in full as the provisions that have been moved from the ALC may have been amended in the User Guide as part of

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5.1.6 Schedule 3 – Price Plan;	(f) Schedule 3 - Price Plans;	the general consolidation and simplification process of the User Guide.
5.1.7 Schedule 4 – Access Indicium;	(g) Schedule 4 – Standard Service	
5.1.8 Schedule 5 – UCIDs;	(h) Schedule 5 – Operationa Facilities:	nal Presentation
[List further optional schedules selected from:-	·	
5.1.9 Schedule 6 – Advertising Mail;	(i) Schedule 6 – Container Option	
5.1.10 Schedule 7 - Responsible Mail;	(j) Schedule 7 – Agency Terms; a	
5.1.11 Schedule 8 - Mixed Weight;	(k) Schedule 8 –Mailmark® Option	ions.
5.1.12 Schedule 9 – Tray Decanting;		
5.1.13 Schedule 10 - Tray Loan;		
5.1.14 Schedule 11 – York Exchange;		
5.1.15 Schedule 12 – Tray Dollys Exchange – Discontinued;		
5.1.16 Schedule 13 - York Hire;		
5.1.17 Schedule 14 - ALPS Exchange;		
5.1.18 Schedule 15 – Early Release;		
5.1.19 Schedule 16 - Segregation by Format;		
5.1.20 Schedule 17 – Agency Terms;		

5.1.21 Schedule 18 - Acceptance by Vehicle;	
5.1.22 Schedule 19 – Business Mail Large Letters;	
5.1.23 Schedule 20 – Royal Mail Mailmark®;	
5.1.24 Schedule 21 – Digital Stamps;	
5.1.25 Schedule 22 – York Leasing;	
5.1.26 Schedule 23 – 48 – Way Sort Mech Letter Option;	
5.1.27 Schedule 24 - Royal Mail Magazine Subscription Mail ^{TM;}	
5.1.28 Schedule 25 – ALPS Leasing;	
5.1.29 Schedule 26 – eManifest Billing;	
5.1.30 Schedule 27 – Mixing Supply Chain IDs;	
5.1.31 Schedule 28 - Royal Mail Partially Addressed Mail TM:	
5.1.32 Schedule 29 – Trunking Services;	
5.1.33 Schedule 30 - Royal Mail Mailmark® Economy;	
5.1.34 Schedule 31 - Royal Mail Manual Mailmark®.	

Health and Safety Indemnities

- 5.1 You must ensure that you and your employees, agents and contractors comply with:
- 5.1.1 our health and safety requirements whilst on our premises, as set out in our health and safety policies; and
- 5.1.2 our reasonable requests relating to health and safety: and
- 5.1.3 the requirements of the User Guide on health and safety in force from time to time.

We will give you a copy of our health and safety policies and of any amendments made to them in future. You will find our current health and safety policies published on our Website.

5.2 You shall indemnify us against any liabilities, costs, expense, damages and losses (including reasonable legal expenses) suffered or reasonably incurred by us (or our employees, agents and contractors) arising from any breach by you of clause 5.1.

- 4.1 At any time when you visit our premises, you must ensure that you and your employees, agents and contractors comply with:
- (a) our health and safety requirements whilst on our premises, as set out in our health and safety policies;
- (b) our reasonable requests relating to health and safety; and
- (c) the requirements of the User Guide on health and safety in force from time to time.

We will give you a copy of our health and safety policies and of any amendments made to them in future. You will find our current health and safety policies published on our Website. as updated from time to time.

- 4.2 You must ensure (where applicable) that your custody, use, management and transportation of the Containers complies with all applicable health and safety legislation.
- 4.3 You shall indemnify us against any liabilities, costs, expense, damages and losses (including reasonable legal expenses) suffered or reasonably incurred by us (or our employees, agents and contractors) arising from any breach by you of clauses 4.1 or 4.2.

We have decided to:

- move the health and safety requirements relating to the management and transportation of Containers, and the indemnity for breach of the same, which are currently in the container related schedules (Schedules 10, 11, 13, 14, 22 and 25), to the health and safety and indemnity clause in the front end of the ALC;
- add wording to Clause 4.4(a) to mirror the indemnity given under Clause 4.3 (for example, you have agreed to indemnify us against any "expenses" in 4.3).

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- 5.3 If we want to claim under the indemnity under clause 5.2, we will:
- 5.3.1 notify you of the relevant facts giving rise to that claim as soon as reasonably practicable (and within 180 days) of first becoming aware of the claim:
- 5.3.2 consult with you about:
- (a) losses connected with or arising from that claim;
- (b) the circumstances giving rise to the claim; and
- (c) how any loss or claim may be restricted or mitigated or any potential claim prevented or restricted.
- 5.3.3 take all reasonable steps to restrict or mitigate those circumstances or losses, or to prevent or restrict any potential claim;
- 5.3.4 not admit liability, or reach agreement or compromise with any person, body or authority about the potential claim unless we have:
- (a) first consulted with you about an admission, agreement or compromise; and
- (b) given you a chance to give your reasons as to why you object to the admission, agreement or compromise within a reasonable period of time; and

- 4.4 If we want to claim under the indemnity under clause 4.3, we will:
- (a) notify you of the relevant facts giving rise to that claim as soon as reasonably practicable (and within 180 days) of first becoming aware of the claim;
- (b) consult with you about:
- (i) liabilities, costs, expense, damages and losses connected with or arising from that claim;
- (ii) the circumstances giving rise to the claim; and
- (iii) how any loss, liability, cost, expense, damages and/or claim may be restricted or mitigated or any potential claim prevented or restricted;
- (c) take all reasonable steps to restrict or mitigate those circumstances or losses, or to prevent or restrict any potential claim;
- (d) not admit liability, or reach agreement or compromise with any person, body or authority about the potential claim unless we have:
- (i) first consulted with you about an admission, agreement or compromise; and
- (ii) given you a chance to give your reasons as to why you object to the admission, agreement or compromise within a reasonable period of time; and

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- 5.3.5 give you (and any other person, body or authority who has reason to be concerned with the claim) in writing all relevant information and documents relating to the potential claim or the matters which will or are likely to give rise to a claim as may reasonably be required by you or by such other person, body or authority.
- (e) give you (and any other person, body or authority who has reason to be concerned with the claim) in writing all relevant information and documents relating to the potential claim or the matters which will or are likely to give rise to a claim as may reasonably be required by you or by such other person, body or authority.

Liability

- 6.1 For the purposes of this clause 6, a reference to a Party includes its officers, employees or agents.
- 6.2 Nothing in this 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 You and we each acknowledge and agree that we do not keep detailed records of any Mailing Items.
- 6.4 Subject to clause 6.2 and paragraph 2 of Part A of Schedule 2, we are not liable to you, whether in contract, tort (including negligence) or otherwise, arising under or in connection with this Contract for any loss, damage or delay:

- 5.1 For the purposes of this clause 5, a reference to a Party includes its officers, employees or agents.
- 5.2 Nothing in this Contract limits or excludes the liability of a Party for:
- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any liability which cannot be limited or excluded by applicable law.
- 5.3 Subject to clause 5.2 and paragraph 2 of Schedule 2 (Service Standard and General Service Obligations), we are not liable to you, whether in contract, tort (including negligence) or otherwise, arising under or in connection with this Contract for any loss, damage or delay:

We have decided to:

- move clause 6.3 to clause 3.2 of the Updated ALC:
- consolidate clause 6.4 to avoid repetition.

Please note that numbering has changed because clause 4 (Calculation and checking of Postage) has been consolidate with the provisions of clause 11 (Payment Terms). Please see clause 11 in the Updated ALC.

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6.4.1 to any Mailing Item under this Contract;	(a) to any Mailing Item under this Contract;	
6.4.2 to any Mailing Item given to a carrier to whom you have authorised us to give it under the Letter of Responsibilities;	(b) to any Mailing Item given to a carrier to whom you have authorised us to give it under the Letter of Responsibilities;	
6.4.3 arising from any delay in delivering any Mailing Item under this Contract;6.4.4 to any Mailing Item which is already damaged before it is handed over by you, or by any third party for which you post, to any Inward Mail Centre;	(c) where any person misrepresents their authority to receive the item on the intended recipient's behalf or your behalf.	
6.4.5 to any Mailing Item if you have, or the owner of the Mailing Item has, been fraudulent or dishonest in any way in respect of that item; or		
6.4.6 where any person misrepresents their authority to receive the item on the intended recipient's behalf or your behalf.		
6.5 Subject to clause 6.2 and paragraph 2 of Part A of Schedule 2, we are not liable to you, whether in contract, tort (including negligence) or otherwise, arising under or in connection with this Contract for:	5.4 Subject to clause 5.2 and paragraph 2 of Schedule 2 (Service Standard and General Service Obligations), we are not liable to you, whether in contract, tort (including negligence) or otherwise, arising	
6.5.1 loss of profit;	under or in connection with this Contract for:	
6.5.2 loss of revenue;	(a) loss of profit;	
6.5.3 loss of contracts;	(b) loss of revenue;	

6.5.4 loss of business;	(c) loss of contracts;
6.5.5 loss of anticipated savings;	(d) loss of business;
6.5.6 loss of or damage to goodwill;	(e) loss of anticipated savings;
6.5.7 loss of data;	(f) loss of or damage to goodwill;
6.5.8 any indirect or consequential loss.	(g) loss of data;
// Clint	(h) any indirect or consequential loss.
6.6 Subject to clause 6.2 and clause 11 (Payment Terms), you are not liable to us, whether in contract, tort (including negligence) or otherwise, arising under or in connection with this Contract for any:	5.5 Subject to clause 5.2 and clause 11, you are not liable to us, whether in contract, tort (including negligence) or otherwise, arising under or in connection with this Contract for any:
6.6.1 loss of profit;	(a) loss of profit;
6.6.2 loss of revenue;	(b) loss of revenue;
6.6.3 loss of contracts;	(c) loss of contracts;
6.6.4 loss of business;	(d) loss of business;
6.6.5 loss of anticipated savings;	(e) loss of anticipated savings;
6.6.6 loss of or damage to goodwill;	(f) loss of or damage to goodwill;
6.6.7 loss of data;	(g) loss of data;
6.6.8 any indirect or consequential loss.	(h) any indirect or consequential loss.

Disruptive Events

- We will tell you about a Disruptive Event as 7.1 soon as we reasonably can and let you know what it is we are unable to do as a result of it.
- 72 Our obligations under this 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.

- If we cannot carry out any obligation under this Contract because of a Disruptive Event we will:
- 7.3.1 not be in breach of this 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.

- Our obligations under this Contract will be 6.1 suspended:
- (a) to the extent that they are affected by a Disruptive Event: and
- (b) while the Disruptive Event continues,

provided that (except in the case of industrial dispute) we promptly took reasonable steps to resume performance as soon as reasonably possible.

- We will not be liable to you nor will we be in breach of this Contract for any failure to perform, or for any delay in performing, any of our obligations under this Contract if and to the extent that the failure or delay is caused by a Disruptive Event.
- We will tell you about a Disruptive Event as soon as we reasonably can and we will let you know what obligations and/or timescales for performance of such obligations are affected.

We have decided to make amendments to this clause to clarify the drafting. The definition of 'Disruptive Event' remains the same.

Please see explanation above re change in numbering.

Confidentiality

9.1 You and we must treat the terms and conditions of this Contract and any Confidential Information as confidential and must not disclose the Contract Details or any Confidential Information to any third party

9.1 You and we must treat the terms and conditions of this Contract and any Confidential Information as confidential and must not disclose the Contract Details or any Confidential Information to any third party without the other Party's written consent, except as

The confidentiality provisions have been simplified and amended to permit us to disclose information to Kantar for the purposes of measuring the quality of service.

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without the other Party's written consent. However this does not apply where:

- 9.1.1 the disclosed information was known to the Party receiving the information before the information was disclosed to it by the other Party; or
- 9.1.2 you and we agree in writing that the information is not confidential or may be disclosed.

- 9.2 Either of us may (in good faith) disclose the terms and conditions of this Contract or any Confidential Information without the approval of the other:
- 9.2.1 to your or our Affiliate(s):
- 9.2.2 to the extent required by any securities exchange or regulatory or governmental body the requirements of which are relevant to either of us (wherever situated and including the London Stock Exchange Limited and The Panel on Takeovers and Mergers). It shall not matter whether or not the requirement for information has the force of law:
- 9.2.3 to the extent required by the Act or any regulatory requirement or any other law that applies or any written request of any taxation authority or as required by any undertaking given to the Regulator;

permitted by clause 9.2. However this does not apply where:

- the disclosed information was known to the receiving Party before the information was disclosed to it by the disclosing Party;
- the information has become available to the public (except where the information became available through a breach of confidentiality); or
- you and we agree in writing that the information is not confidential or may be disclosed.
- 9.2 Either of us may (in good faith) disclose the terms and conditions of this Contract or any Confidential Information without the approval of the other:
- to our respective Affiliate(s), professional advisers, auditors, bankers, contractors (including franchisees and owner-drivers) and independent companies responsible for measuring our performance against the Service Standard, in each case who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Contract, provided that the disclosing Party requires them to maintain the confidentiality of the information;
- to the extent required by any securities exchange, regulatory or governmental body relevant to either of us. any written request of any taxation

9.2.4 to the extent necessary for any judicial proceedings or for any adjudication, arbitration or mediation under clause 12;

9.2.5 to its professional advisers, auditors and bankers as necessary, provided they are required to maintain the confidentiality of the information;

9.2.6 to its contractors (including franchisees and owner-drivers) provided that:

(a) you only disclose to them the parts of this Contract or Confidential Information that they need to know to perform their services on your behalf under the terms of this Contract: and

(b) you require them to maintain the confidentiality of the information; and

9.2.7 to the extent that the information has become available to the public (except where the information became available through a breach of confidentiality).

In the case of clauses 9.2.2, 9.2.3 and 9.2.4 the disclosing Party must first notify the other Party of an intention to disclose information, unless the law prohibits this.

9.3 If this Contract is terminated or ends, you and we shall:

authority or as required by any undertaking given to the Regulator;

- (c) to the extent required by the Act, any regulation or any other applicable law; and
- (d) to the extent necessary for the proper conduct of any judicial proceedings or for any process under clause 12.

In the case of clauses 9.2(b), 9.2(c) and 9.2(d) the disclosing Party must first notify the other Party of an

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9.3.1 return to each other all documents and materials (including copies) containing, reflecting, incorporating or based on the other's Confidential Information;	intention to disclose information, unless the law prohibits this. 9.3 Each of us may use the other's Confidential	
9.3.2 erase all of the other's Confidential Information from our and your computer systems (to the extent reasonably possible); and	Information to exercise our respective rights and perform our respective obligations under this Contract without the other Party's consent.	
9.3.3 notify each other in writing confirming that you and we have complied with this clause 9.3.		
You and we may keep documents and materials reflecting, incorporating or based or the other's Confidential Information to the extent required by law or any applicable governmental or regulatory authority, and terms of this clause 9 shall continue to apply to that kept information.		
9.4 Each of us shall only use the other's Confidential Information to perform obligations under this Contract.		
9.5 The terms of this clause 9 shall continue to apply after this Contract is terminated or ends.		
	9.4 The terms of this clause 9 shall continue to apply after this Contract is terminated or ends.	

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Notices

- 10.1 All notices and other communications (excluding invoices) to be served on or given to either Party under this Contract shall be:
- 10.1.1 for all notices to be served on or given to either Party under clauses 8 and/or 13 (except clause 13.3), given in writing and sent by a form of delivery in which delivery must be signed for and recorded by the deliverer to the Commercial Contact:
- 10.1.2 (subject to clause 10.1.1) only for matters to be notified under clause 13.3, Schedule 2 or the User Guide, given by telephone, email or fax to the Operational Contact; and
- 10.1.3 (subject to clauses 10.1.1 and 10.1.2) for all other matters relating to this Contract, given in writing and sent by a form of delivery in which delivery must be signed for and recorded by the deliverer or by fax to the Commercial Contact.
- 10.2 A notice is classed as having been given:
- 10.2.1 if sent by recorded delivery, at the time of delivery:
- 10.2.2 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

- 10.1 All notices and other communications (excluding invoices) to be served on or given to either Party under this Contract shall be:
- (a) for all notices to be served on or given to either Party under clause 7, given in writing and sent by a form of delivery in which delivery must be signed for and recorded by the deliverer to the Commercial Contact;
- (b) for all notices to be served on or given to either Party under clause 12, given in writing and sent by a form of delivery in which delivery must be signed for and recorded by the deliverer to the Commercial Contact or the Operational Contact (as applicable); and
- (c) for any notices to be served on or given to either Party in relation to all other matters relating to this Contract other than as listed in clauses 10.1(a) and 10.1(b), given by email to the Commercial Contact.
- 10.2 A notice is classed as having been given:
- (a) if sent by recorded delivery, at the time of delivery;
- (b) if sent by 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

We have decided:

- to remove fax as a form of communication; and
- to make it easier for notices to be sent by email

class the notice as having been received at 9am on the class the notice as having been received at 9am on the next Working Day. next Working Day. Notices sent by fax or email and for which the For notices served pursuant to clause 10.1(c), 10.3 sender has received an automatic report or reply that you may request hard copies of the notice from us but, the fax or email was not successful or was undeliverable for the avoidance of doubt, that additional notice shall be are classed as not having been sent. for information only and the original notice shall remain valid and be deemed to have been served in accordance with clause 10.2(b). **Disputes** We are introducing a limitation period for 121 If there is a dispute about or under or in 12.1 The following conditions shall apply to any customers to submit a claim for Postage and connection with this Contract, either of us shall in the claims related to Postage and Adjustments paid or first instance send a notice in writing to our and your payable under this Contract: Adjustments claims. We are also introducing an Operational Contact identifying the circumstances giving SLA on Royal Mail's part as specified in the clause rise to the dispute and the remedy sought. The you must submit any claims up to and including wordina. Operational Contacts shall consider and try to reach £5,000 in value to us within 90 days from the date of agreement to resolve the dispute. the invoice: If the Operational Contacts are unable to reach you must submit any claims over £5,000 in agreement to resolve the dispute within 14 days after value to us within 6 months from the date of the invoice: receipt of the notice referred to in clause 12.1 (or such further time as the Operational Contacts agree) then the you must provide us with all information we may require from you to investigate the claim; and dispute shall, as soon as that period has expired, be referred to the Commercial Contacts who shall consider and try to reach agreement to resolve the dispute within we will consider and try to resolve the claim within 30 Working Days of us receiving all of the 14 days of the referral to them. necessary information pursuant to clause 12.1(c). 123 lf٠ 12.2 If: neither the Operational Contacts nor the

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Commercial Contacts have reached agreement to

resolve the dispute in accordance with clauses 12.1 and 12.2: and

- 12.3.2 the dispute relates to charges which we have made or propose to make as a result of your failure to comply with the User Guide; and
- 12.3.3 those charges are more than £20,000 but less than £125,000; and
- 12.3.4 (where you wish to refer the dispute to adjudication) we give our written consent,

the dispute may be referred to adjudication and the Centre for Effective Dispute Resolution (CEDR) Rules for Adjudication (2002 edition) shall apply to the adjudication.

- 12.4 If the dispute is not resolved in accordance with one of the procedures previously referred to in this clause 12:
- 12.4.1 either of us may (but do not have to) refer the dispute to arbitration and the Chartered Institute of Arbitrators Arbitration Rules (2000 edition) will apply to that arbitration:
- 12.4.2 provided we give our written consent, we and you may try to resolve the dispute by mediation and the CEDR Model Mediation Procedure (12th edition) shall apply to any mediation.

- (a) a claim referred to in clause 12.1(a) or 12.1(b) is not resolved in accordance with clause 12.1(d); and
- (b) the value of the claim is more than £20,000 but less than £125,000; and
- (c) (where you wish to refer the dispute to adjudication) we give our written consent,

the dispute may be referred to adjudication and the Centre for Effective Dispute Resolution (CEDR) Rules for Adjudication (2021 edition) shall apply to the adjudication.

- 12.3 If there is a dispute arising out of or under or in connection with this Contract other than a claim referred to in clause 12.1(a) or 12.1(b), either of us shall in the first instance send a notice in writing to our and your Operational Contact identifying the circumstances giving rise to the dispute and the remedy sought. The Operational Contacts shall consider and try to reach agreement to resolve the dispute.
- 12.4 If the Operational Contacts are unable to reach agreement to resolve the dispute within 14 days after receipt of the notice referred to in clause 12.3 (or such further time as the Operational Contacts agree) then the dispute shall, as soon as that period has expired, be referred to the Commercial Contacts who shall consider and try to reach agreement to resolve the dispute within 14 days of the referral to them.

12.5 Nothing in this Contract (including the other terms of this clause 12) affects what is said in clause 18.5 (Law and jurisdiction), or shall stop either of us from referring a dispute to the Regulator or applying to the court for interim relief pending the dispute being resolved in line with the terms of this Contract.	12.5 If the dispute is not resolved in accordance with one of the procedures previously referred to in this clause 12: (a) either of us may (but do not have to) refer the dispute to arbitration and the Chartered Institute of Arbitrators Arbitration Rules (2015 edition) will apply to that arbitration; (b) provided we give our written consent, we and you may try to resolve the dispute by mediation and the CEDR Model Mediation Procedure (2020 edition) shall apply to any mediation. To request mediation, you must send a notice in writing to our Commercial Contact. 12.6 Nothing in this Contract (including the other terms of this clause 12) affects what is stated in clause 17.7, or shall prevent either of us from referring a dispute to the Regulator or applying to the court for interim relief pending the dispute being resolved in line with the terms of this Contract. If either of you or us takes any of the actions stated in this clause 12.6 then the relevant Party shall inform the other Party's Commercial Contact of the same by providing them with a written notice setting out the relevant details.	
	Changes	
13.1 You may ask for a change to this Contract by following the procedure set out in the Statement of Process which you will find on the Website.	13.1 You may ask for a change to this Contract by following the procedure set out in the Statement of Process which you will find on the Website.	 We have decided to: introduce a new clause that enables us to give customers 70 days' notice to introduce one or more new services and products, with a

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- 13.2 We may change this Contract without your consent:
- 13.2.1 on giving you at least 190 days' written notice:
- (a) Any change: to make any change to this Contract not otherwise provided for in this clause 13 but for the avoidance of doubt this clause may not be used to change all of the terms of this Contract as such an extensive change would require termination of the Contract in accordance with clause 8 4 3:
- (b) Pricing Structure Change: to make any change to the Pricing Structure affecting any calculation or measurement of the Access Charges; or
- (c) Royal Mail Access Indicator: to make any change to our Royal Mail Access Indicator, provided that we may make only one such change in any period of 18 months; or
- (d) Access Service: to withdraw an Access Service.

- 13.2 We may change this Contract without your consent:
- (a) on giving you at least 190 days' written notice:
- (i) Any change: to make any change to this Contract not otherwise provided for in this Contract. For the avoidance of doubt this clause 13.2(a)(i) may not be used to change all of the terms of this Contract as such an extensive change would require termination of the Contract in accordance with clause 7.4(c);
- (ii) Pricing Structure Change: to make any change to the Pricing Structure affecting any calculation or measurement of the Access Charges; or
- (iii) Royal Mail Access Indicator: to make any change to our Royal Mail Access Indicator, provided that we may make only one such change in any period of 18 months; or
- (iv) Access Service: to withdraw an Access Service (unless a different notice period is set out in the relevant Part of the relevant Schedule, in which case that notice period shall take precedence);
- (b) on giving you at least 70 days' written notice:
- (i) New Products and Services: to introduce one or more new services or products, provided that such notice period is accepted by 67 per cent of the members of each Customer Segment (Acceptance Threshold) in accordance with the calculation mechanism set out in

- majority acceptance mechanism at 67% from each customer segment (i.e. 67% from Direct Customers, 67% from Carriers, 67% from Intermediaries). If the majority acceptance threshold has not been met, we would extend the notice period to 120 days. Nil responses are marked as an abstention and the 67% threshold shall be calculated only on the basis of the total number of members of each customer segment who have voted. The voting results would be publicised to Access customers showing a breakdown of the results achieved across each segment;
- introduce a new clause that enables us to change existing Access services (as specified in Figure 1 of the User Guide), including User Guide specifications on 70 days' notice;
- clarify that we can amend any discounts on 70 days' notice;
- leave all other notice periods as stipulated in the existing ALC; and
- move the existing clause 13.7, relating to monthly reviews, to clause 17.3 of the 'General' section of the General Access Terms and Conditions.

We have also aligned the wording of the User Guide change provisions (clause 13.3(a) and 13.3(b)), for example, so that both apply to structural *or*

clause 13.8. If the Acceptance Threshold is not reached in respect of all Customer Segments, we will give you at least 120 days' written notice rather than 70 days' written notice prior to introducing the new product(s) or service(s); or

procedural changes that we will implement and removed any ambiguity from the process for serving notice in respect of structural or procedural changes which affect all Inward Mail Centres.

- (ii) Changes to Access Services: to make any changes to one or more Access Services (including any changes to the Access Service Specification, the terms of Schedule 4 (Standard Services) (except for Part 4 (Trunking Services) of Schedule 4) and/or Schedule 8 (Mailmark Options) (except for Part 4 (eManifest Billing) of Schedule 8)) but for the avoidance of doubt this clause may not be used to:
- (A) change the General Access Terms and Conditions, Schedule 2 (Service Standard and General Service Obligations), Part 4 (Trunking Services) of Schedule 4, or Part 4 (eManifest Billing) of Schedule 8, as such changes can only be made in accordance with clause 13.2(a)(i): and/or
- (B) withdraw an Access Service, as such a change can only be made in accordance with clause 13.2(a)(iv);
- (c) Change required by Regulator: on giving you at least 90 days' written notice (or, if shorter, such period of notice as is required to allow us to comply with the requirements of the Regulator), where the change is needed to comply with any legal or regulatory requirement which applies to us;

13.2.2 Change required by Regulator: on giving you at least 90 days' written notice (or, if shorter, such period of notice as is required to allow us to comply with the requirements of the Regulator), where the change is needed to comply with any legal or regulatory requirement which applies to us;

13.2.3 Access Charges and Permitted Variances: on giving you at least 70 days' written notice, to increase

any Access Charge or change any Permitted Variance provided that we may not make more than:

- (a) two increases to Postage for each Access Service:
- (b) two increases to any Profile Surcharge or Surcharge; and
- (c) two changes to Permitted Variances

in any Financial Year;

- 13.2.4 Postcode Sector Change: on giving you at least 70 days' written notice, to move a Postcode Sector or Postcode Sectors from one Zone to another where we reasonably believe that the characteristics of any Postcode Sector within a Zone do not adequately reflect our costs.
- 13.2.5 Incentive Products and Promotions: on giving you at least 70 days' written notice, to introduce from time to time incentive products and promotions of specified duration which are intended to promote the use of Access Services and increase the volumes of Letters and Large Letters. The introduction of such incentive products and promotions shall not be considered to be a change to any Access Charge or Permitted Variance for the purposes of clause 13.2.3 and, accordingly, any such incentive products and

- (d) Access Charges and Permitted Variances: on giving you at least 70 days' written notice, to increase any Access Charge or change any Discount or Permitted Variance provided that we may not make more than:
- (i) two increases to Postage for each Access Service;
- (ii) two increases to any Profile Adjustment or Adjustment; and
- (iii) two changes to Permitted Variances,

in any Financial Year;

- (e) Postcode Sector Change: on giving you at least 70 days' written notice, to move a Postcode Sector or Postcode Sectors from one Zone to another where we reasonably believe that the characteristics of any Postcode Sector within a Zone do not adequately reflect our costs; and
- (f) Incentive Products and Promotions: on giving you at least 70 days' written notice, to introduce from time to time incentive products and promotions of specified duration which are intended to promote the use of Access Services and increase the volumes of Letters and Large Letters. The introduction of such incentive products and promotions shall not be considered to be a change to any Access Charge or Permitted Variance for the purposes of clause 13.2(d) and, accordingly, any such incentive products and

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promotions will not count towards the number of changes permitted under clause 13.2.3.

- 13.3 We may change the User Guide without your consent:
- 13.3.1 where a change which affects all Inward Mail Centres is needed because of:
- (a) national operational or network changes (including the timing of transport connections, the location and numbers of Inward Mail Centres, the extent and use of our property and latest acceptance times); or
- (b) other structural changes that we will implement.

We will give you at least 190 days' written notice of the likely impact of the changes on the User Guide and at least 90 days' notice of the actual changes to the User Guide (consistent with our 190 days' notice).

After our 190 day notice, we shall:

- (a) discuss with you fully through the monthly review meetings mentioned in clause 13.7; and
- (b) keep you fully informed of the progress on the planned changes and the likely impact on the User Guide.
- 13.3.2. where the change is needed because of network changes (including local latest acceptance times

promotions will not count towards the number of changes permitted under clause 13.2(d).

- 13.3 Except for any changes to the User Guide that fall within the scope of clause 13.2(b)(ii), we may change any other provisions of the User Guide without your consent:
- (a) where a change which affects all Inward Mail Centres is needed because of:
- (i) national operational or network changes (including the timing of transport connections, the location and numbers of Inward Mail Centres, the extent and use of our property and latest acceptance times); or
- (ii) other structural or procedural changes that we will implement,

in which case we will give you at least 190 days' written notice of the change.

- (b) where the change is needed because of network changes (including local latest acceptance times, local routings and the extent and use of our property) or other structural or procedural changes to be implemented by us affecting a particular Inward Mail Centre, in which case we will give you at least 70 days' written notice of the change;
- (c) where the change is needed because of changes we have made to our generic or individual Services and Service specifications, including addressing

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and local routings) or other structural or procedural changes to be implemented by us affecting a particular Inward Mail Centre, in which case we shall give you at least 70 days' written notice of the change; and

13.3.3 where the change is needed because of changes we have made to our generic or individual services and service specifications, including addressing standards and sortation requirements, in which case we will give you at least 70 days' written notice of the change.

In each case, our notice will set out the change and the reasons for the change.

- 13.4 Prior to serving notice in line with clause 13.2.1(a), we shall consult with you if we reasonably believe the proposed change may have a material impact on access customers. We will ensure that the consultation process provides for a period of at least 6 weeks between the publication of our proposals and the date on which the consultation closes and provides for a period of at least 6 weeks between the date on which the consultation closes and the date on which the notice is served.
- 13.5 Where we give you notice of any change under this clause 13, we will in that notice describe which terms of this Contract we propose to change and the

standards and sortation requirements, in which case we will give you at least 70 days' written notice of the change.

- 13.4 Where we give you notice of any change under this clause 13, we will in that notice describe which terms of this Contract we propose to change and the new terms which we will offer in place of those current terms. This obligation does not apply in relation to notices under clause 13.2(c) in respect of changes directed or determined or otherwise required by the Regulator.
- 13.5 Where we intend to make any changes to the Contract pursuant to this clause 13, we shall consult with you on any such change which we reasonably believe may have a material impact on access customers, provided that this obligation shall not apply in relation to changes under clauses 13.2(c), 13.2(d) and 13.2(e).
- 13.6 Where we intend to make a change to the Contract pursuant to clause 13.2(a)(i), we shall consult with you prior to serving notice in accordance with clause 13.2(a)(i) if we reasonably believe the proposed change may have a material impact on access customers. This consultation process shall run for a period of at least 6 weeks from the date on which we publish our proposals. After the consultation ends, we will wait for a period of at least 6 weeks before we serve you with the notice set out in clause 13.2(a)(i).

new terms which we will offer in place of those current terms. This obligation does not apply in relation to notices under clause 13.2.2 in respect of changes directed or determined or otherwise required by the Regulator.

- 13.6 Wherever reasonably possible, we will try to give you longer notice of the changes under clauses 13.2 and 13.3 than the minimum notice periods set out in those clauses, and we shall consult with you on any change to any part of this Contract, including the User Guide, which we reasonably believe may have a material impact on access customers, provided that this obligation shall not apply in relation to changes under clauses 13.2.2, 13.2.3 or 13.2.4.
- 13.7 Your and our relevant senior personnel shall formally review both Parties' adherence to this Contract each month (or any other period as you and we agree). However, nothing in this Contract shall stop discussions taking place at any time about changing the terms of this Contract. At these meetings, you and we shall discuss any concerns about performance under this Contract (such as potential breaches of this Contract and steps needed to remedy any breaches) and any proposed changes to this Contract.

- 13.7 Wherever reasonably possible, we will try to give you longer notice of the changes under clauses 13.2 and 13.3 than the minimum notice periods set out in those clauses.
- 13.8 The following acceptance process shall apply to the introduction of a new product or service pursuant to clause 13.2(b)(i):
- (a) before the first vote takes place pursuant to the voting mechanism in this clause 13.8, we will agree with you which Customer Segment you belong to. You will remain in the agreed Customer Segment for as long as this Contract remains in place unless otherwise agreed;
- (b) we will make available our proposal in respect of the new product or service on our Website (New Service Proposal) and we will notify you of its publication on our Website within a reasonable time (not to exceed one Working Day from the date the New Service Proposal is published on our Website);
- (c) you will have 30 days from the date we notify you that we have published the New Service Proposal to submit your vote in the manner set out in the New Service Proposal indicating whether you accept or reject the 70 days' notice period (Voting Period). You can only cast one vote in respect of each New Service Proposal;
- (d) within one Working Day of the expiry of the Voting Period we will count the number of votes within each Customer Segment that are in favour of

introducing the new product or service on 70 days' notice;

- (e) any nil responses will be marked as abstentions and we shall calculate the Acceptance Threshold on the basis of the total number of votes we have received within each Customer Segment prior to the expiry of the Voting Period; and
- (f) we will publish the voting results on our Website, together with a breakdown of the results achieved across each segment.

13.9 lf:

- (a) any Regulatory Body makes a formal public notification that it has opened an investigation into us or accepted to resolve a dispute referred to it involving us through formal proceedings; and
- (b) the outcome of the investigation or formal proceedings is reasonably likely to affect our rights to change your Contract or it would be reasonable to expect us to take that outcome into consideration in deciding whether we were acting fairly and reasonably in changing your Contract,

then the relevant notice period referred to in clauses 13.2 or 13.3 shall be suspended as between the Parties, until the Regulatory Body determines that the investigation or formal proceedings has been concluded

13.8 lf:

- (a) any Regulatory Body makes a formal public notification that it has opened an investigation into us or accepted to resolve a dispute referred to it involving us through formal proceedings; and
- (b) the outcome of the investigation or formal proceedings is reasonably likely to affect our rights to change your Contract or it would be reasonable to expect us to take that outcome into consideration in deciding whether we were acting fairly and reasonably in changing your Contract,

then the relevant notice period referred to in clauses 13.2 or 13.3 shall be suspended as between the Parties, until the Regulatory Body determines that the investigation or formal proceedings has been concluded and makes a decision or issues directions regarding our decision to change your Contract.

and makes a decision or issues directions regarding our decision to change your Contract.

Customer Segment means each of the following customer categories:

- a) Direct Customers;
- b) Carriers; and
- c) Intermediaries.

Direct Customer means an Originating Customer, who has an Access Contract with us.

Carrier means a carrier, who has an Access Contract with us, and hands over its own Mailing Items to us or has the authority to report and handover Mailing Items on behalf of an Originating Customer, other Postal Operators or other users who have an Access Contract with us.

Intermediary means an intermediary entity, who has an Access Contract with us, and who produces or manages Mailing Items on behalf of a Customer Entity or an Originating Customer, and hands those Mailing Items over to a Carrier for subsequent handover to us.

Classified: RMG – Internal

Assignment and Sub-contracting	14 Assignment and Sub-contracting	We have changed the assignment clause of the
1/1 Naikhan af un many anaima kha hanafik af khis	1/1 Warran and a blinding	contract to enable Royal Mail to enter into
14.1 Neither of us may assign the benefit of this Contract.	14.1 We may assign any of your payment obligations under this Contract without your consent. We may	receivables financing agreements. In consideration of customers' feedback provided as part of the ALC
Contract.	assign the benefit of the Contract for any other purpose	review consultation, we have restricted the
	with your prior consent, which may not be unreasonably	amendment so that the clause wording is more
	withheld.	specific to Royal Mail's ability to assign for the
		purposes of entering into receivables financing
	14.2 You may assign the benefit of this Contract with	agreements. We've also noted that you may assign
	our prior written consent, which may not be	the benefit of the Contract with our prior written
	unreasonably withheld.	consent (not to be unreasonably withheld).
	Sanctions	
N/A	17.4 Sanctions:	It is common practice to include such provisions in
	(a) You must ensure that the Mailing Items handed	commercial contracts to protect a company's
	over to us under this Contract are not prohibited under	interests. Therefore, we have made the amendment to the ALC as proposed in the
	applicable Sanctions Laws. Information about sanctions	consultation. The wording we have used aligns with
	can be found on our website at	the equivalent clauses we have used in other Royal
	www.royalmail.com/international-sanctions (the	Mail Group commercial contracts.
	information listed here does not constitute legal advice	
	and we accept no liability in relation to this information).	
	If your Mailing Items need a licence under applicable Sanctions Laws, it is your responsibility to obtain it and	
	(if we ask for it) you must provide us with acceptable	
	evidence that you have it.	
	(b) If we have reasonable suspicion that a Mailing	
	Item does not comply with Sanctions Laws we may:	

	(i) open that Mailing Item or delay processing and delivery; and/or; (ii) deal with such Mailing Item in our absolute discretion (without incurring any liability whatsoever to you or the intended recipient) including destroying or otherwise disposing of such Mailing Item in whole or in part, or returning the relevant Mailing Item to you. If we take one or all of the actions described in this clause, we are entitled to charge you the cost of disposal and/or destruction, the standard Postage price and all other costs reasonably incurred by us.	
2.1 Subject to you complying with the terms of this Contract, the Service Standard is that we shall deliver or attempt to deliver to the relevant addresses in the United Kingdom of 95 per cent of the total number of Mailing Items with a correct delivery address in the United Kingdom handed over by you to us on the next Working Day immediately following the Working Day on which such hand over occurred or is deemed to have occurred provided that:	2.1 Unless stated otherwise, we will deliver your Mailing Items only on Working Days. 2.2 Unless stated otherwise and subject to you complying with the terms of this Contract, the Service Standard is that we shall deliver or attempt to deliver 95 per cent of the total number of Mailing Items handed over by you to us with a correct Delivery Address in the United Kingdom to the relevant address on the Working Day following the date the handover occurred or is deemed to have occurred in accordance with this Contract, provided that:	Simplification and consolidation of the current language.

- 2.1.1 the Service Standard does not apply where Mailing Items handed over by you to us are not accepted by us in line with this Contract: and
- 2.1.2 the 95 per cent figure shall be the average percentage over the Service Standard Period; and
- 2.1.3 the total number of Mailing Items referred to in the Service Standard shall not include Mailing Items:
- (a) the delivery of which is affected by a Disruptive Event;
- (b) accepted by us in line with paragraph 5.1 of Part B of this Schedule:
- (c) that have been lost (including Mailing Items which have not been delivered within 15 Working Days of the date on which it we accepted from you in line with this Contract):
- (d) delayed as a result of carrying out Security Checks; and/or
- (e) with a delivery address outside the United Kingdom.

- performance against the Service Standard shall be calculated by reference to our average performance percentage over the Service Standard Period; and
- the total number of Mailing Items referred to in the Service Standard shall not include Mailing Items:
- handed over by you to us that are not accepted by us in line with this Contract;
- (ii) the delivery of which is affected by a Disruptive Event:
- that are non-compliant with the Presentation Specifications, but have been accepted by us in accordance with Section 10 of the User Guide:
- that have been lost (including Mailing Items which have not been delivered within 15 Working Days of the date on which we accepted it from you in line with this Contract):
- (v) exceeding the Tolerance in accordance with Section 10 of the User Guide:
- the delivery of which is delayed as a result of carrying out Security Checks; and/or
- (vii) with a delivery address outside the United Kingdom.
- Each year we (or an independent company) will measure our performance against the Service Standard.

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2.2 Each year we will publish on our website how we have performed against the Service Standard. Subject to paragraph 2.6, we must pay you a Performance Rebate Amount in respect of each Service Standard Period based on our performance in that period compared to a Compensation Target of 90 per cent. We will periodically review the Compensation Target to take in to account the performance of similar next day Royal Mail delivery services for letters.	As the holder of an Access Contract you agree to participate in the process of measuring the Service Standard if you are asked to do so by us or the independent company responsible for that process. 2.4 We will publish on our Website how we have performed against the Service Standard. Subject to paragraph 2.8, we must pay you a Performance Rebate Amount in respect of each Service Standard Period if our average performance in that period is less than the Compensation Target. We will periodically review the Compensation Target to take in to account the performance of similar next day Royal Mail delivery services for letters. Any changes made following such a review will be implemented in accordance with clause 13 of the General Access Terms and Conditions.	
	Access to our Inward Mail Centres	
Schedule 2 (The Services), Part C (Access to our Inward Mail Centres): 13.2 If you have opted to include an Early Release Schedule in this Contract, then the terms of that Schedule apply to the release of your Mailing Items and paragraph 13.1 does not apply to you.	N/A	The Early Release Schedule has been deleted. As all Access contract holders have consented to the early release mechanism and Royal Mail has been implementing this process consistently since it was introduced, following consultation, we removed Schedule 15 from the ALC. Instead, Clause 3 of the General Terms and Conditions and the User Guide clarifies that Royal Mail will release your mail for processing upon handover to us as a standard procedure, and also sets out the remedial steps

	Royal Mail may take in the event of non-compliance, which were previously set out in Schedule 2 and the individual service related optional schedules.

Changes to the Access User Guide structure

Existing User Guide structure	Revised User Guide structure	Reason for change
Access Services for Inward Mail Centres;		We have decided to:
Section 1: Overview of Access Services;	Introduction;	> consolidate the front end sections from 15 to
Section 2: Key features and requirements;	Section 1: Our services;	10, and created service specific appendices detailing specification points relating to those
Section 3: Indicium Access;	Section 2: The basics;	services;
Section 4: Enquiries and Complaints;	Section 3: Preparing your physical Mailing Items;	transfer all process and specification points from the ALC optional schedules to the Access
Section 5: Preparing Mailing Items;	Section 4: Choose and fill your Containers;	User Guide; and implify the existing Access User Guide
Section 6: Sortation & presentation;	Section 5: Create your Container labels;	language.
Section 7: Customer Final Labelling;	Section 6: Producing your documentation;	Please review the updated User Guide in full as the provisions that have been moved from the ALC may
Section 8: Equipment for Postings;	Section 7: Calculating your Postage;	have been amended in the User Guide as part of the general consolidation and simplification process
Section 9: Documentation;	Section 8: Procedures before you handover mail;	of the User Guide.
Section 10; Calculating the Postage;	Section 9: Handing over your Postings;	

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Section 11: Despatching the Posting;	Section 10: Handling non-compliant Mailing Items and	
	Postings;	
Section 12: Access Times;	Appendix A: Addressing Mailing Items;	
Section 13: Handover;	Appendix A: Addressing Mailing Items;	
	Appendix B: Key National Posting (KNP);	
Section 14: Revenue Protection;	A 1. C 7. 10 th	
Section 15: Procedures for Handling Non-Compliances;	Appendix C: Zonal Option;	
Section 15. Procedures for Hamating from Compilances,	Appendix D: Mixed Weight Service;	
Appendix A: Addressing Mailing Items;		
Appendix B: QA Process;	Appendix E: Mixing Supply Chain IDs (SCIDs);	
Appendix D. QA 1 Tocess,	Appendix F: Digital Stamp Indicator;	
Appendix C: Access Selection Files;		
Appendix D: Large Letter Using OCR;	Appendix G: Advertising Mail;	
Appendix D: Large Letter Osing OCK;	Appendix H: Advertising Mail Catalogue;	
Appendix E: Unwrapped Specification;	-	
Annual div. C. Churchard Dividle / I be had and Consideration	Appendix I: Partially Addressed Mail;	
Appendix F: Strapped Bundle/ Un-badged Specification;	Appendix J: Business Mail Large Letter;	
Appendix G: Using OCR;		
A INTERNATIONAL (VAID)	Appendix K: Magazine Subscription Mail;	
Appendix I: Key National Posting (KNP);	Appendix L: OCR;	
Appendix J: Zonal Option;	ripperiain L. OCII,	
	Appendix M: Mailmark;	
Appendix K: Definitions and Interpretations;	Appendix N: Mailmark Economy;	
Appendix L: Prohibited Items, Restricted Items etc;	Appendix N. Maiimark Economy,	
	Appendix 0: Manual Mailmark;	

Appendix M: Mailmark;	Appendix P: Poll Card Services;
Appendix N: Ad Mail Catalogue;	Appendix Q: eManifest Billing;
Appendix P: Poll Card Services;	Appendix R: Machinable Items;
Appendix Q: Partially Addressed Mail;	Appendix S: Trunking Services.
Appendix R: Mailmark Economy;	
Appendix S: Manual Mailmark.	